



**Utility Committee
Meeting Agenda
May 6, 2025
11:30 AM
Bentonville City Hall**

Call to Order

Pledge of Allegiance

Attendance

Approval of Minutes: April 15, 2025

I. New Business

1. **Water Service Boundary - Discussion** **Informational**
Regarding Southern Limits
Water Utilities Staff is seeking input/guidance on extent of the Water Service Boundary limits in the southern portion of the City especially adjacent to Cave Springs. Cave Springs is seeking to expand their service area and is requesting to serve the northwest side of the intersection of S Morningstar Road and Phillips Cemetery Road which is currently in the Bentonville Water Service Boundary but outside Bentonville City limits.
2. **Resolution Approving Water and** **Resolution**
Wastewater Rate Analysis and Financial
Plan Contract Amendment
A resolution requested by Staff for Council to authorize the Mayor and City Clerk to enter into a professional services agreement amendment with Raftelis Finances Consultants, Inc. (Raftelis) in an amount not to exceed \$35,860.00. This firm was selected following the City's Purchasing Policy for professional services. A budget adjustment is needed to reclassify available budget from travel & training to cover this cost.
3. **Ordinance to Waive Competitive** **Ordinance***
Bidding to Order 750 Underground Wire
Approval of an Ordinance to waive competitive bidding to purchase 750 UG Wire from Stuart Irby Unit Prices and estimated quantities attached, plus applicable taxes. plus applicable taxes. Due to market volatility and lead times related to these products, it would be neither practical or feasible to solicit competitive bids. No budget adjustment is needed.
4. **Resolution Establishing a Memo of** **Resolution**
Understanding Concerning Contractor
Requested Outages

In order to establish a procedure and penalty for a contractor to request a major outage on the BEUD system. No budget adjustment is needed.

5. **Resolution Approving Change Order No. 1 for Parks Maintenance Facility** **Resolution**

Resolution authorizing Council approval of Change Order No. 1, in the amount of \$45,164.74, to upsize the sanitary sewer line as part of this project to allow for future growth in the area. The upsize will be from 10" to 18" and will accommodate all upstream development per Plan Bentonville. No budget adjustment is needed.

6. **Resolution to Award Bid IFB-25-11 48' Transmission Main Valves Procurement** **Resolution**

Resolution awarding bid IFB-25-11 for the one time purchase and delivery of the 48' Transmission Main Valves Procurement to DeZurik Inc. in the amount of \$921,778.00, associated with ARDOT project 090512 Hwy 112 relocation. This bid award for early procurement of the 14 valves is needed due to the extended lead time associated with 48" butterfly valves. The early procurement of the valves will qualify for advance payment by ARDOT. No budget adjustment is needed.



City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	5/13/2025	Submitted By:	Mike Bender
Phone:	479-271-3140	For Department(s):	Water Utilities
Email:	mbender@bentonvillear.com		

Item Type (Check all that apply)

☒ Informational	☐ Bid Award	☐ Enter into an Agreement	☐ Change Order
☐ Recognizing Funds	☐ Budget Adjustment	☐ Waiver of Bid	☐ Emergency Clause
☐ Ordinance	☐ Resolution	☒ Informational	

Title, Recommendation & Justification

Title:	Water Service Boundary - Discussion Regarding Southern Limits
Action Recommendation & Justification:	Water Utilities Staff is seeking input/guidance on extent of the Water Service Boundary limits in the southern portion of the City especially adjacent to Cave Springs. Cave Springs is seeking to expand their service area and is requesting to serve the northwest side of the intersection of S Morningstar Road and Phillips Cemetery Road which is currently in the Bentonville Water Service Boundary but outside Bentonville City limits.
Additional Comments for Consideration (Optional):	
Amount for Approval:	\$

Budget Impact

Is this Item Budgeted? ☐ YES ☐ NO ☒ ITEM HAS NO COST ☐ OTHER: _____

Budget Adjustment (to be completed by Finance when applicable)

Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue

Fund(s) Impacted

(check all that apply)

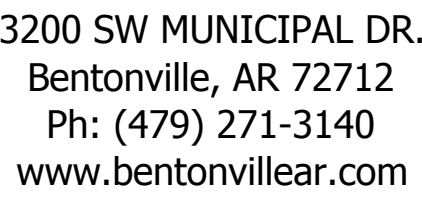
☐ General Fund ☐ Utility Fund ☐ Street Fund ☐ Other(s): _____

Budget Impact Notes for Consideration (Optional):

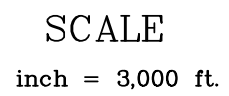
City of Bentonville, Arkansas

City Hall

305 SW A Street Bentonville, AR 72712



CITY OF BENTONVILLE
WATER SERVICE AREA BOUNDARY

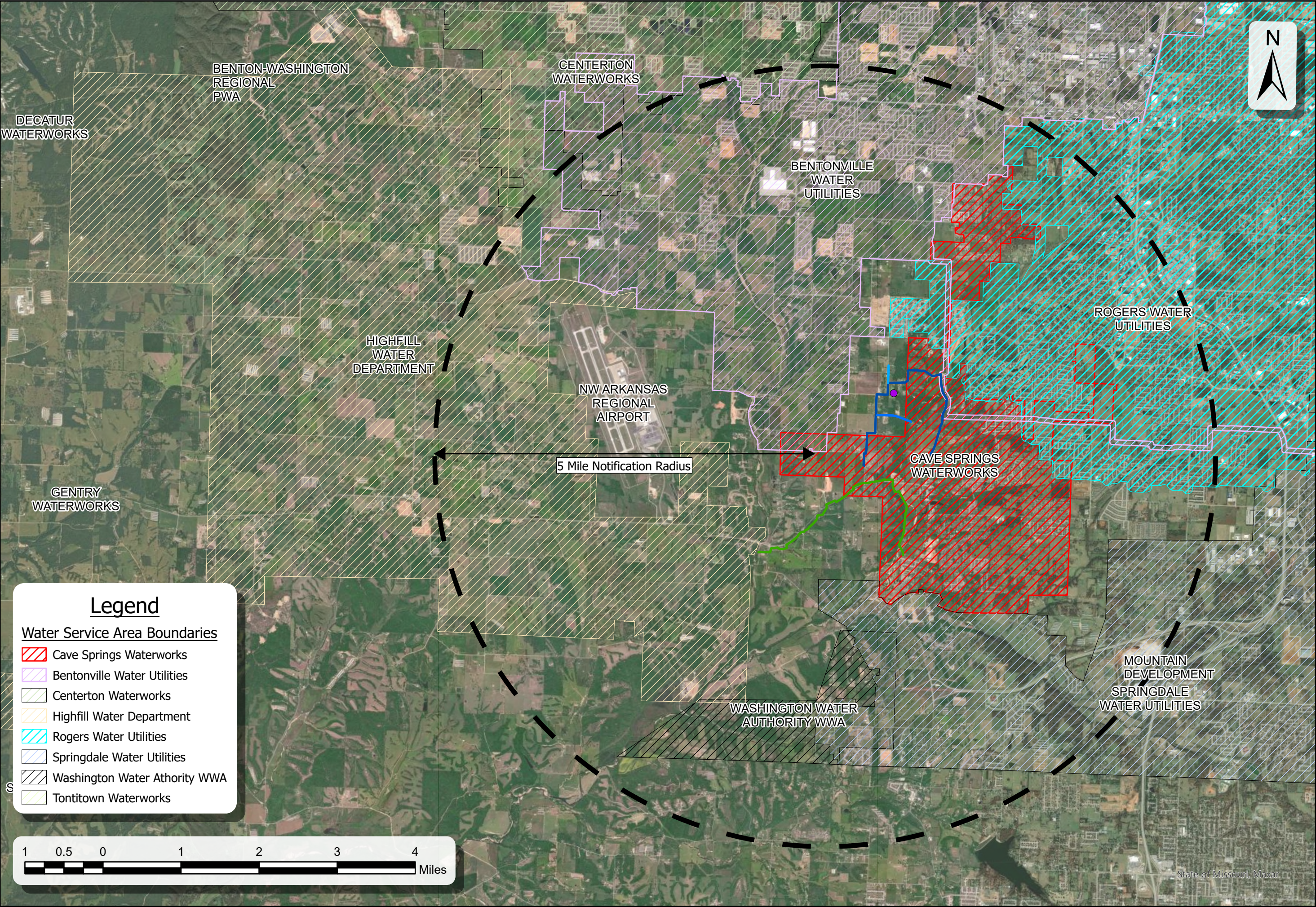


NOTES:

(REV-1) PER CITY OF CENTERTON COMMENTS REVISED ALONG PID: 01-00942-590

DRAWN BY: NAJ	DATE: 01/10/2019
---------------	------------------

SHEET NUMBER:	OF
1	1



Legend

Water Service Area Boundaries

- Cave Springs Waterworks
- Bentonville Water Utilities
- Centerton Waterworks
- Highfill Water Department
- Rogers Water Utilities
- Springdale Water Utilities
- Washington Water Athority WWA
- Tontitown Waterworks



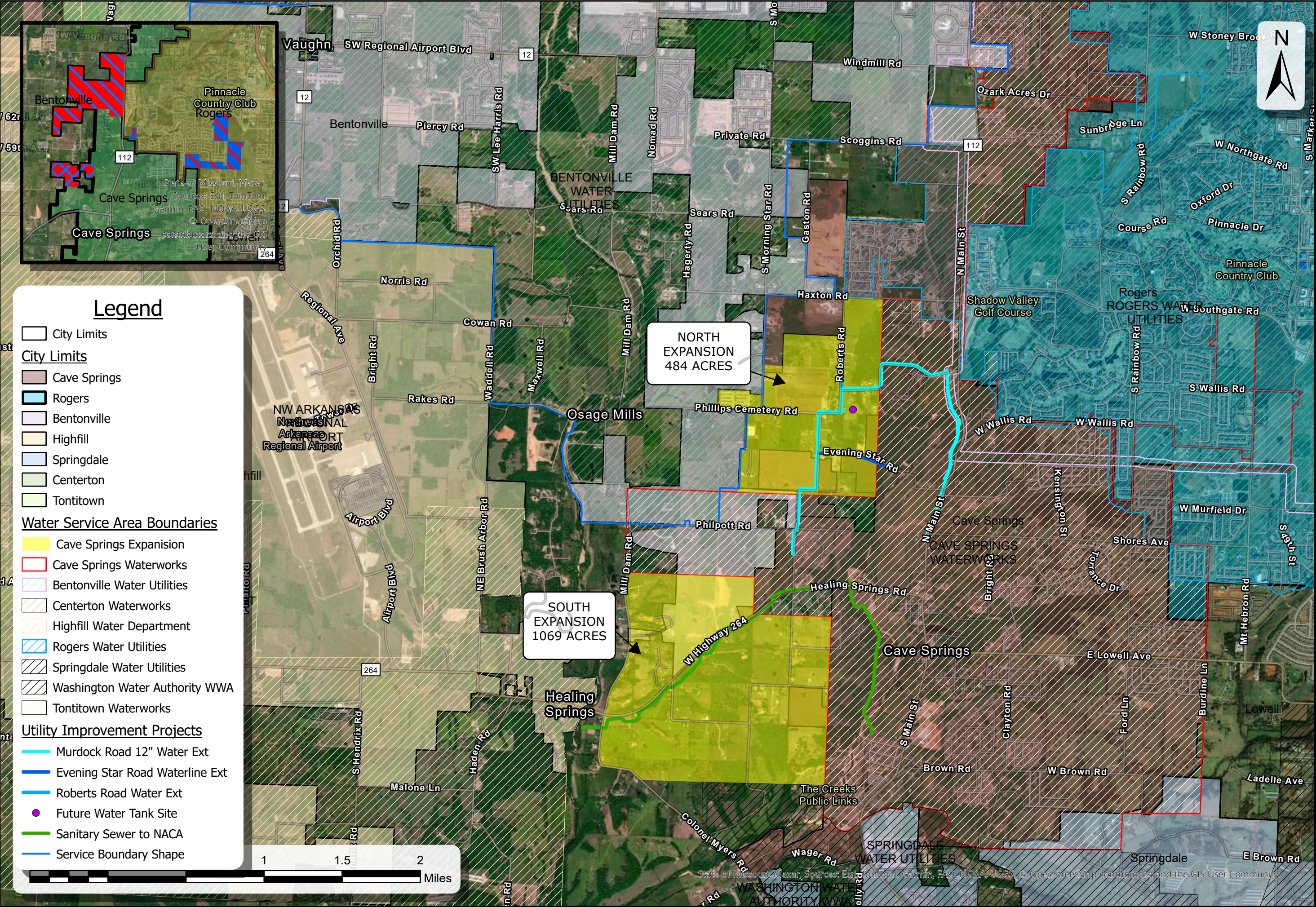
MCE McClelland
Consulting
Engineers, Inc.
DESIGNED TO SERVE

Drawn By:	DDP	Project:	15-2122	Fig. No.	6
	Scale:	Scale as shown	Date:		

5 MILE NOTIFICATION
BOUNDARY

WATER SERVICE
EXPANSION

CAVE SPRINGS, ARKANSAS





DESIGNED TO SERVE

Fig. No.

5

Project:	15-2122
Date:	Mar 2025

Drawn By:	DDP
Scale:	Scale as shown

WATER SERVICE AREA
EXPANSION

WATER SERVICE
EXPANSION
CAVE SPRINGS, ARKANSAS



City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	5/13/2025	Submitted By:	Mike Bender
Phone:	479-271-6873	For Department(s):	Water, Wastewater
Email:	mbender@bentonvillear.com		

Item Type (Check all that apply)

☐ Informational	☐ Bid Award	☒ Enter into an Agreement	☒ Change Order
☐ Recognizing Funds	☒ Budget Adjustment	☐ Waiver of Bid	☐ Emergency Clause
☐ Ordinance	☒ Resolution	☐ Informational	

Title, Recommendation & Justification

Title:	Resolution Approving Water and Wastewater Rate Analysis and Financial Plan Contract Amendment
Action Recommendation & Justification:	A resolution requested by Staff for Council to authorize the Mayor and City Clerk to enter into a professional services agreement amendment with Raftelis Finances Consultants, Inc. (Raftelis) in an amount not to exceed \$35,860.00. This firm was selected following the City's Purchasing Policy for professional services. A budget adjustment is needed to reclassify available budget from travel & training to cover this cost.
Additional Comments for Consideration (Optional):	\$19,660.00 is being requested due to the unanticipated additional meetings, additional engagement, and additional deliverables associated with the water rate increase. \$16,200.00 is being requested due to additional scope of work requested by staff. This involves tracking and reporting utility cash flows monthly and reviewing the rates annually and adjusting as needed (up or down) to ensure they are appropriately recovering the cost to provide service.
Amount for Approval:	\$ 35,860.00

Budget Impact

Is this Item Budgeted? ☐ YES ☒ NO ☐ ITEM HAS NO COST ☐ OTHER: _____

Budget Adjustment (to be completed by Finance when applicable)

503020-43210	Legal & Professional Services	\$ 35,860.00	\$
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
503020-45810	Travel & Training	\$ (35,860.00)	\$
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
		\$	\$
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
		\$	\$
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue

Fund(s) Impacted

(check all that apply)

☐ General Fund ☒ Utility Fund ☐ Street Fund ☐ Other(s): _____

Budget Impact Notes for Consideration (Optional):

City of Bentonville, Arkansas

City Hall

305 SW A Street Bentonville, AR 72712

www.bentonvillear.com

Please Recycle!

May 1, 2025

Mike Bender, PE
Water Utilities Director
3200 SW Municipal Drive,
Bentonville, AR 72712

Subject: Contract Amendment Request

Dear Mr. Bender:

We appreciate the opportunity to continue to be of service to the City of Bentonville (City). As you know, Raftelis is currently conducting a water and wastewater rate study.

While our work on the study is ongoing, the scope of work we have completed has required more effort than outlined in our professional services agreement executed July 27, 2024. This includes additional meetings and additional deliverables, which—while critical to the successful completion of this engagement for the City—were nonetheless not anticipated when we developed our original scope.

In addition, the City has expressed interest in reviewing the City's rates annually and, to facilitate that review, keeping the rate model updated during the year based on the latest usage data, non-revenue water trends and capital improvement plans. This effort will not be a full rate study, but an annual rate review, with more regular touchpoints between City staff, the City Council and, as needed, Raftelis.

Finally, the term of our current agreement is 1 year, ending on July 27, 2025. While we anticipate substantial completion of our analytical work and the development of study deliverables (study report, presentation materials) by the end of June 2025, final presentations will likely take place in the fall, after the current agreement expires.

For the reasons summarized above, and further detailed below, we respectfully request that the City extend term of the agreement through until December 31, 2026, and approve an additional \$19,660 to support the completion of the balance of the current scope of work and \$16,200 support the additional scope of work described above for a total budget adjustment of \$35,860. If the City is willing to extend the term through the end of the 2026 calendar year, Raftelis can honor the billing rates in the current agreement (2024 rates) for the balance of 2025 and the entirety of 2026.

Current Scope of Work

The current scope of work involved the development of financial plans for water and wastewater and a cost of service study to support the relative recovery of costs between the City's retail and wholesale customers and among the City's retail customer classes (residential, commercial, irrigation). In addition the scope included time for engagement with the Utility Board, City Council (virtual and onsite meetings) as well as materials to support that engagement (study report, presentation materials). To date Raftelis has completed the financial plan for water and is near completion of the financial plan for wastewater. Remaining scope items include the finalization of the wastewater financial plan, the cost of service study and the presentation of study results to the Utility Board and City Council, including the study report.

The scope of work completed to date has required additional engagement beyond what was anticipated in our professional services agreement. To date, we have participated in 3 Utility Board meetings and 6 City Council meetings. Prior to completion of the study we anticipate needing 1 additional Utility Board meeting and 2 additional meetings with the City Council for a total of 4 Utility Board meetings and 8 City Council meetings. Our original scope of work anticipated 3 Utility Board meetings and 4 City Council meetings.

In addition, the magnitude of the rate adjustment that was ultimately needed for water required additional time working with staff to explore various alternatives, prepare for—and respond to—numerous questions and concerns, and engage the City Council to ensure that all decisionmakers were understood the details underlying the proposal. The situation for water is unique and has ultimately required an “all hands on deck approach”, to evaluate the situation and communicate the need for immediate action.

Finally, Raftelis also prepared additional deliverables and assisted staff in the development of communication materials for the study. Raftelis prepared a memorandum to support an emergency increase to the water rates in response to the additional cost of water leaks, and the cost to identify and repair them. This memorandum was needed in advance of, and in addition, to the full study report Raftelis will also be preparing. Raftelis also provided substantive input into the City’s FAQ document and bill comparison graphic based on our experience preparing similar materials for other clients.

For these reasons, we respectfully request an additional \$19,660 to complete the remaining scope of work for this project to include the cost of service study, rate study report and final presentations. A breakdown of the hours and associated cost for each of the above described items is presented below.

Tasks	Hours				Total Fees
	TB	CD	SC	Total	
1. Additional Meetings (Prep, Participation, Follow-Up)	5	10	0	15	\$5,000
2. Additional Engagement	8	20	0	28	\$9,280
3. Additional Deliverables (Memo, FAQ/Bill Graphic)	0	15	0	15	\$4,800
Total Meetings / Hours	13	45	0	58	
Hourly Billing Rate	\$360	\$320	\$220		
Total Professional Fees	\$4,680	\$14,400	\$0	\$19,080	
<i>TB - Tom Beckley - Project Director</i> <i>CD - Collin Drat - Project Manager</i> <i>SC - Staff Consultant</i> - -	Total Fees				\$19,080
	Travel Expenses				\$0
	Technology and Communication Charge				\$580
	Total Fees & Expenses				\$19,660

Additional Scope of Work – Annual Rate Review

Historically, the City has conducted formal rate studies every 3 to 5 years. It is our understanding that the City would like to monitor the financial condition of the water and wastewater utilities on a monthly basis and review the rates charged to customers annually to ensure they are recovering the City’s cost to provide safe and reliable service. This new process would not be formal study but would involve regular updates to the financial projections Raftelis is developing for the current 2025 study. This effort would involve tracking and reporting utility cash flows monthly and reviewing the rates annually and adjusting as needed (up or down) to ensure they are appropriately recovering the cost to provide service. This additional scope of work includes the following tasks:

Task 1 – Model Updates and Annual Rate Review. As noted above, the City will be proactively monitoring the financial condition of the utilities on a monthly basis throughout the year. In addition, the City will review rates annually to determine the adjustments needed (up or down) to recover the cost of providing safe and reliable service to customers. To facilitate this annual review, Raftelis will utilize the data City staff are developing for the monthly cash flow analysis to maintain up to date usage, water purchase, budget and capital improvement planning data in the financial planning model throughout the year. Raftelis will review the City’s monthly cash flows and update the model once per quarter from the 4th quarter of 2025 through the 3rd quarter of 2026. Raftelis will use the updated model to provide a recommendation on the rates annually. We would anticipate updating the rate model throughout calendar year 2026 and presenting our rate recommendations for 2027 in the 3rd quarter of 2026.

Task 2 – Project Presentations and Meetings. Raftelis will participate in the following meetings:

- One (1) virtual utility board meeting (PowerPoint presentation of recommendations)
- One (1) onsite City Council meeting (PowerPoint presentation of recommendations)
- One (1) virtual City Council meeting for rate adoption (available for questions only)

In addition to the three formal meetings Raftelis will meet virtually with City staff for up to 8 hours.

Optional Task – Additional Rate Presentation

We are aware of the City Council’s commitment to review water rates by April 20, 2026. Our intent is to present a recommendation on 2026 water rates by the end of 2025, as part of the existing study, along with the recommendation on 2026 wastewater rates. Our recommendation would be that the Council adopt both in 2025. Raftelis and staff will be monitoring the performance of the utilities on an ongoing basis. Should circumstances materially change between fall of 2025 and spring of 2026, Raftelis can participate in an additional round of meetings, similar to Task 2 above, in early 2026. We estimate the cost of those meetings to be \$5,000.

For the annual rate review scope of work, not including the option task above, we propose a not-to-exceed fee of \$16,200. A breakdown of the hours and associated cost for each of the above described items is presented below.

Tasks	Hours				Total Fees
	TB	CD	SC	Total	
1. Model Updates and Annual Rate Review	0	6	20	26	\$6,320
2. Presentations	4	12	0	16	\$5,280
3. Project Meetings	2	8	0	10	\$3,280
Total Meetings / Hours	6	26	20	52	
Hourly Billing Rate	\$360	\$320	\$220		
Total Professional Fees	\$2,160	\$8,320	\$4,400	\$14,880	
<i>TB - Tom Beckley - Project Director</i> <i>CD - Collin Drat - Project Manager</i> <i>SC - Staff Consultant</i> - -	Total Fees				\$14,880
	Travel Expenses				\$800
	Technology and Communication Charge				\$520
	Total Fees & Expenses				\$16,200

Based on the additional request for the current scope of work (\$19,660) and the new annual rate update scope of work (\$16,200), we respectfully request that the City approve a contract amendment of \$35,860. We also

recommend an extension of the contract term through the end of 2026, in which case Raftelis will honor its 2024 billing rates through the end of 2026.

We appreciate the opportunity to continue to partner with the City of Bentonville, its professional staff, the Utility Board and City Council in the work of delivering safe and reliable water and wastewater service to customers.

Sincerely,



Collin Drat
Vice President

By signing below, the City of Bentonville indicates its acceptance of the contract amendment request above increasing the compensation under the agreement by \$35,860, pursuant to the professional services agreement between the City of Bentonville and Raftelis Financial Consultants, Inc. dated July 27, 2024. In addition, by signing below, both parties agree to extend the term of that agreement until December 31, 2026.

IN WITNESS WHEREOF, the Parties have executed this Agreement by their duly authorized representatives.

By: _____
Signature

Title

Date

Raftelis Financial Consultants, Inc.

By: _____
Signature

Title

Date



City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	5/13/2025	Submitted By:	Travis Matlock
Phone:	479-271-5941	For Department(s):	Inventory Warehouse
Email:	tmatlock@bentonvillear.com		

Item Type (Check all that apply)

☐ Informational	☐ Bid Award	☐ Enter into an Agreement	☐ Change Order
☐ Recognizing Funds	☐ Budget Adjustment	☒ Waiver of Bid	☒ Emergency Clause
☒ Ordinance	☐ Resolution	☐ Informational	

Title, Recommendation & Justification

Title:	Ordinance to Waive Competitive Bidding to Order 750 Underground Wire
Action Recommendation & Justification:	Approval of an Ordinance to waive competitive bidding to purchase 750 UG Wire from Stuart Irby Unit Prices and estimated quantities attached, plus applicable taxes. plus applicable taxes. Due to market volatility and lead times related to these products, it would be neither practical or feasible to solicit competitive bids. No budget adjustment is needed.
Additional Comments for Consideration (Optional):	Award is based on the low responsive quote per line item, for estimated totals: Stuart Irby in the estimated amount of \$125,064.00
Amount for Approval:	\$ 125,064.00

Budget Impact

Is this Item Budgeted? ☒ YES ☐ NO ☐ ITEM HAS NO COST ☐ OTHER: _____

Budget Adjustment (to be completed by Finance when applicable)

Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue

Fund(s) Impacted

(check all that apply)

☐ General Fund ☐ Utility Fund ☐ Street Fund ☐ Other(s): _____

Budget Impact Notes for Consideration (Optional):

City of Bentonville, Arkansas

City Hall

305 SW A Street Bentonville, AR 72712

www.bentonvillear.com

Please Recycle!



Administrative Services
Purchasing and Compliance Department
1000 SW 14th Street
Bentonville, AR 72712

CITY OF BENTONVILLE, ARKANSAS

City Hall
305 SW A Street
Bentonville, AR 72712

SERVICE CONTRACT: 750 Underground Wire

THIS CONTRACT is made in Benton County, Arkansas, by and between the City of Bentonville, Arkansas, hereinafter “City,” and Stuart Irby, hereinafter “Contractor” (collectively, the “Parties”), Witnesseth:

1. DESCRIPTION. This Contract has been awarded to Contractor as a result of Contractor’s Quote (attached hereto as **Exhibit B**) to the City’s Invitation for Quotes, for the purchase and delivery of 750 underground wire, as specified in the Scope of Work (attached hereto as **Exhibit A**). The work shall consist of performing the services, including all equipment, materials, products and all other items necessary to perform the work, as set forth in this Contract and **Exhibit A**.

2. PRIMARY CONTACTS. The primary contact for the Contractor shall be _____ . The primary contact for the City shall be the City of Bentonville Electric Utilities Director, or designated assignee.

3. CONTRACT TERM. The term for this Contract shall be six (6) months, commencing on the effective date of this Contract.

a. Effective Date: The Effective Date of this Contract shall be defined as the executed date on the Signature Page of this Contract.

b. Service Timeline:

1. Order for 750 Underground Wire per the unit prices attached herein, shall be placed by Contractor immediately following Purchase Order received from the City.
2. Contractor shall deliver the order to the City within four (4) weeks from the date of the order being placed.

c. Any changes to the Term of this Contract or to the Service Timeline shall be agreed upon by the Parties in writing and shall be in accordance with this Contract and all applicable procurement laws and the City of Bentonville Purchasing Policy.



Administrative Services
Purchasing and Compliance Department
1000 SW 14th Street
Bentonville, AR 72712

CITY OF BENTONVILLE, ARKANSAS

City Hall
305 SW A Street
Bentonville, AR 72712

4. WORK PROCEDURES. All work procedures shall be in accordance with this Contract and with the Exhibits attached hereto.

a. Specifications. All work shall be performed in accordance with industry standards and best practices, and as specified in this Contract and in the Exhibits attached hereto.

b. Change Orders. Any changes to the Scope of Work shall be handled via Change Order to this Contract. No Change Order shall be approved unless approved in writing by the City. All Change Orders must be pre-approved prior to any work commencing, any materials being purchased, or any other fee being incurred related to the Change Order. The City shall not be responsible for Change Orders unless the Change Order is pre-approved in writing by the City.

c. Unsatisfactory Results. Contractor agrees to remedy any unsatisfactory results, within the terms of this Contract.

d. General. The Contractor shall conduct their operations in such a manner that does not cause damage to property owned by the City or other individual. In the event damage occurs, Contractor shall replace or repair the damaged area(s) or item(s) at no cost to the City and as directed by the City. In the event that Contractor fails to make the necessary repairs, the City may use City staff or outside vendors to repair any damage. Any costs the City incurs for repairing damage or replacing items resulting from Contractor's operations may be deducted from monies due to Contractor.

5. FEES, EXPENSES, AND SCHEDULE. The City agrees to pay Contractor based upon the



Administrative Services
Purchasing and Compliance Department
1000 SW 14th Street
Bentonville, AR 72712

CITY OF BENTONVILLE, ARKANSAS

City Hall
305 SW A Street
Bentonville, AR 72712

unit price as defined herein, for actual work performed or material stored on-site. Contractor agrees to only perform the type of services outlined in this Contract and the Exhibit attached hereto. Fees and contingencies shall be as follows:

a. Total Fee for Services: \$125,064.00 (one hundred forty-four thousand five hundred thirty-one dollars and twelve cents), plus applicable taxes to perform the work to 100% completion.

6. ADDITIONAL SERVICES. Any service outside of the services stated herein and in the Exhibit attached hereto, must be pre-approved by the City, in writing, and in accordance with the City of Bentonville Purchasing Policy prior to any additional work proceeding.

7. INVOICING. Contractor shall submit an invoice (or Pay Application), for work performed or materials stored on-site, to the City's Contact for review. Invoices approved for payment will be processed by the City. Payment will only be made for actual work completed and approved by the City's Contact.

a. The Contractor may choose to submit progress invoices (for actual work performed or materials stored on site) or one invoice after 100% completion.

8. PAYMENT.

a. Inaccurate Invoicing. In the event that the City becomes credibly informed that any representations of Contractor provided in its invoicing are wholly or partially inaccurate, the City may withhold payment of sums then, or in the future, otherwise due to Contractor until the inaccuracy and the cause thereof is corrected to the City's reasonable satisfaction.

[This space has been intentionally left blank]

b. Service Failure. In the event of a service failure, where the service performed is not in accordance with the specifications set forth by the City, or otherwise not in accordance with this Contract, the City may withhold sums otherwise due to



Administrative Services
Purchasing and Compliance Department
1000 SW 14th Street
Bentonville, AR 72712

CITY OF BENTONVILLE, ARKANSAS

City Hall
305 SW A Street
Bentonville, AR 72712

Contractor that are specifically for the area in which the service failure occurred, until correction of the service failure is confirmed. In the event that Contractor fails to correct the service failure within forty-eight (48) hours of being notified, or if the Contractor fails to correct the service failure in a manner which brings the work into specification as approved by the City's contact, the City reserves the right to cancel the Contract immediately.

9. TERMINATION FOR LACK OF FUNDS. If, for whatever reason, adequate funding is not made available by City to support or justify continuation of the level of services to be provided by Contractor under this Contract, City may terminate or reduce the amount of services to be provided by Contractor under this Contract. In such event, City will notify Contractor in writing at least thirty (30) days in advance of such termination or reduction of services for lack of funds.

10. DISPUTE RESOLUTION. City and Contractor agree that disputes relative to the Services will first be addressed by negotiations between the Parties. If direct negotiations fail to resolve the dispute, the Party initiating the claim that is the basis for the dispute may take such steps as it deems necessary to protect its interests; provided, however, that notwithstanding any such dispute, Contractor will proceed with the services as per this Contract as if no dispute existed, and City will continue to make payment for Contractor's completed services; and provided further that no dispute will be submitted to arbitration without both Parties' express written consent.

11. SUBCONTRACTING. Contractor may not subcontract or assign any of the services to be performed under this Contract without first obtaining the written approval of the City. Any Subcontractor approved by the City must be fully licensed and insured to perform the work.

[This space has been intentionally left blank]

12. INSURANCE. Contractor shall purchase and maintain, at minimum, such insurance as defined herein and furnish Certificates of Insurance to the City naming the City of Bentonville as additionally insured. The insurance shall be appropriate for the performance of the work, as



Administrative Services
Purchasing and Compliance Department
1000 SW 14th Street
Bentonville, AR 72712

CITY OF BENTONVILLE, ARKANSAS

City Hall
305 SW A Street
Bentonville, AR 72712

described herein, and shall provide protection from damage occurring to City owned property and from, and any other claims which may arise out of or result from the Contractor's performance of the work; whether it is to be performed by the Contractor, any subcontractor or supplier, or by anyone directly or indirectly employed by any of them to perform any of the work, or by anyone for whose acts any of them may be liable:

The policies of insurance required are as follows:

- 1) Workers' Compensation:
 - a. State: Statutory
 - b. Applicable Federal: Statutory
- 2) Comprehensive or Commercial General Liability: \$1,000,000.00 – Each Occurrence

In the event that any interruption or change in insurance coverage may occur, the Contractor shall provide the City with thirty (30) days written notice of any such interruptions or changes. Failure to maintain the required insurance will result in the direct breach of this Contract and subsequent termination.

13. INDEMNIFICATION AND HOLD HARMLESS. For purposes of this Contract, Contractor agrees to indemnify, defend and hold harmless the City, its officers, appointees, employees, and agents from any and all loss, damage, liability or expense, of any nature whatsoever caused or incurred as a result of the negligence or other actionable fault of Contractor, its affiliates, subsidiaries, employees, agents, assignees, and subcontractors and their respective employees and agents. Contractor is not required hereunder to defend the City, its officers, appointees, employees, or agents from assertions that they were negligent, nor to indemnify and hold them harmless from liability based on the City's negligence.

[This space has been intentionally left blank]

14. SAFETY AND SUPERVISION. The Contractor shall be solely responsible for the safety, supervision and direction of Contractor's employees and personnel while performing the work pertaining to this Contract. The Contractor shall utilize their best skills and general industry best



Administrative Services
Purchasing and Compliance Department
1000 SW 14th Street
Bentonville, AR 72712

CITY OF BENTONVILLE, ARKANSAS

City Hall
305 SW A Street
Bentonville, AR 72712

practices to ensure a safe work environment for the Contractor, Contractor's employees and personnel, and the civilians that may be located within work site(s) at the time when work is being performed. The Contractor shall, at all times, enforce strict discipline and good order among his employees and personnel, and shall not employ or contract any person to perform the services to be provided to the City that is not skilled or is unfit for providing such services.

15. TAXES, LICENSES AND PERMITS. The Contractor shall pay all Local, State and Federal taxes required by law and shall secure all permits and licenses necessary for the execution of the services described herein.

16. DAMAGES. All operations pertaining to the services described herein shall be confined to the areas awarded to Contractor as set forth herein and as are described in the Exhibit attached hereto, unless otherwise permitted by written communication from the City. The Contractor shall be solely liable for any damages caused by Contractor, or Contractor's employees or personnel, to such premises or otherwise in performance of this Contract.

17. ENTIRE CONTRACT. This Contract, including all documents and Exhibits included by reference herein, constitutes the entire Contract between the Parties and supersedes all prior agreements, whether oral or written, covering the same subject matter. This Contract may not be modified or amended except in writing mutually agreed upon and accepted by both Parties to this Contract.

18. NO THIRD PARTY BENEFICIARIES. Nothing contained herein will create a contractual relationship with, or any rights in favor of, any Third Party.

19. INDEPENDENT CONTRACTOR. Contractor is an independent contractor and is not an agent or employee of City.

20. COMPLIANCE WITH LAWS. Contractor will abide by all applicable federal, state and local laws, ordinances and regulations applicable at the time the services are rendered.

21. APPLICABLE LAW, JURISDICTION, VENUE. Interpretation of this Contract and disputes arising out of or related to this Contract will be subject to and governed by the laws of the State



Administrative Services
Purchasing and Compliance Department
1000 SW 14th Street
Bentonville, AR 72712

CITY OF BENTONVILLE, ARKANSAS

City Hall
305 SW A Street
Bentonville, AR 72712

of Arkansas. Jurisdiction and venue for any suit arising out of or related to this Contract will be in the Circuit Court of Benton County, Arkansas.

22. SEVERABILITY. If any provision of this Contract is determined to be void, invalid, unenforceable or illegal for whatever reason, such provision(s) will be null and void; provided, however, that the remaining provisions of this Contract will be unaffected and will continue to be valid and enforceable.

23. AMBIGUITY. If any ambiguity, inconsistency or conflict arises in the interpretation of this Contract, the same will be resolved by reference to the terms and conditions of this Contract.

[Signature Page Follows]

SIGNATURE PAGE



Administrative Services
Purchasing and Compliance Department
1000 SW 14th Street
Bentonville, AR 72712

CITY OF BENTONVILLE, ARKANSAS

City Hall
305 SW A Street
Bentonville, AR 72712

The Parties hereto have caused this Contract to be executed this
_____ (effective date).

CITY OF BENTONVILLE, ARKANSAS

By: _____
Stephanie Orman, Mayor

By: _____
(Signature)

**By signing this Contract, Signor attests that they are
authorized to bind this Company to this Contract.*

Name (printed): _____

Title: _____

Stuart Irby

Address: _____

Date: _____



Administrative Services
Purchasing and Compliance Department
1000 SW 14th Street
Bentonville, AR 72712

CITY OF BENTONVILLE, ARKANSAS

City Hall
305 SW A Street
Bentonville, AR 72712

EXHIBIT A

SCOPE OF WORK

SCOPE OF WORK



Administrative Services
Purchasing and Compliance Department
1000 SW 14th Street
Bentonville, AR 72712

CITY OF BENTONVILLE, ARKANSAS

City Hall
305 SW A Street
Bentonville, AR 72712

The purchase and delivery of 750 1/3 Neutral AL underground wire. The Contractor will be responsible for supplying high-quality, durable wire suitable for underground installation. Delivery must be made to the specified location within the agreed-upon timeframe.

Location: Inventory Department - 501 SW 28th Street Bentonville, AR 72712

Lead time: 4 Weeks

Estimated quantity to be ordered: 9,000'



Administrative Services
Purchasing and Compliance Department
1000 SW 14th Street
Bentonville, AR 72712

CITY OF BENTONVILLE, ARKANSAS

City Hall
305 SW A Street
Bentonville, AR 72712

EXHIBIT B

QUOTE FORM



City of Bentonville Electric Utilities Department
15KV Underground Primary Cable
NON-RIPCORDER 750 WIRE

<u>BEUD Inventory Part Number</u>	<u>Wire Size</u>	<u>Feet Required</u>	<u>Price Per Foot Irby</u>	<u>Extended Price</u>	<u>Lead Time</u>	<u>Price per Foot AECI</u>	<u>Extended price</u>	<u>Lead Time</u>	<u>Price per Foot Techline</u>	<u>Extended price</u>	<u>Lead Time</u>
2192	750 1/3 Neutral AL	9000	\$13.90	\$125,064.00	15 days	\$14.17	\$127,530.00	15 days	\$15.69	\$141,210.00	2 weeks
		6 reels at 1500'/reel									

Bid Submitted By: _____



City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	5/13/2025	Submitted By:	Travis Matlock
Phone:	479-271-5941	For Department(s):	Electric
Email:	tmatlock@bentonvillear.com		

Item Type (Check all that apply)

☐ Informational	☐ Bid Award	☐ Enter into an Agreement	☐ Change Order
☐ Recognizing Funds	☐ Budget Adjustment	☐ Waiver of Bid	☐ Emergency Clause
☐ Ordinance	☒ Resolution	☐ Informational	

Title, Recommendation & Justification

Title:	Resolution Establishing a Memo of Understanding Concerning Contractor Requested Outages
Action Recommendation & Justification:	In order to establish a procedure and penalty for a contractor to request a major outage on the BEUD system. No budget adjustment is needed.
Additional Comments for Consideration (Optional):	Periodically for construction, a contractor will request an outage on a portion of the BEUD system. The outage could place BEUD's system without normal back up capability. This MOU is to let the contractor know of the importance of getting the portion of the job done quickly so that the system is returned to normal.
Amount for Approval:	\$

Budget Impact

Is this Item Budgeted? ☐ YES ☐ NO ☒ ITEM HAS NO COST ☐ OTHER: _____

Budget Adjustment (to be completed by Finance when applicable)

Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue

Fund(s) Impacted

(check all that apply)

☐ General Fund ☐ Utility Fund ☐ Street Fund ☐ Other(s): _____

Budget Impact Notes for Consideration (Optional):

City of Bentonville, Arkansas

City Hall

305 SW A Street Bentonville, AR 72712

www.bentonvillear.com

Please Recycle!



_____, 2024

Memo of Understanding

To Whom it may concern:

Due to the construction of XXXXXXXX, the need exists for BEUD to perform switching on the overall system, to isolate, and radial feed the area of XXXXXXXX. After discussion with XXXXXXXXX (CONTRACTOR), the outage will take X-days/weeks/months (BEUD reserves the right to set maximum allowable outage duration due to system constraints). BEUD agrees to perform this switching and radial feed for the agreed upon time. If the outage takes longer than specified, the CONTRACTOR will be charged \$1,000/day until BEUD's system is switched back to normal. If weather conditions are the cause of the delay, CONTRACTOR shall notify BEUD minimum 48-hrs. prior to the agreed upon deadline and discuss timeline.

This MOU shall remain in effect until BEUD's system is switched back to normal.

Travis Matlock, PE
Electric Utility Director
City of Bentonville

XXXXXXXXXX
XXXXXXXXXX
XXXXXXXXXX
XXXXXXXXXX



City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	5/13/2025	Submitted By:	Beau Thompson
Phone:	479-271-3140	For Department(s):	Water Utilities (Sewer Rehab)
Email:	bthompson@bentonvillear.com		

Item Type (Check all that apply)

☐ Informational	☐ Bid Award	☐ Enter into an Agreement	☒ Change Order
☐ Recognizing Funds	☐ Budget Adjustment	☐ Waiver of Bid	☐ Emergency Clause
☐ Ordinance	☒ Resolution	☐ Informational	

Title, Recommendation & Justification

Title:	Resolution Approving Change Order No. 1 for Parks Maintenance Facility
Action Recommendation & Justification:	Resolution authorizing Council approval of Change Order No. 1, in the amount of \$45,164.74, to upsize the sanitary sewer line as part of this project to allow for future growth in the area. The upsize will be from 10" to 18" and will accommodate all upstream development per Plan Bentonville. No budget adjustment is needed.
Additional Comments for Consideration (Optional):	The original contract with Parks and Recreation is for the construction of the Parks Maintenance Facility and is valued at \$6,405,195.00, this increases that contract amount to \$6,450,359.7. Crossland was selected following the City's standard RFQ solicitation and selection process for the procurement of professional service in accordance with state law. The CO is being funded by Sewer Rehab, and will utilize the existing agreement with Crossland Construction to perform the work.
Amount for Approval:	\$ 45,164.74

Budget Impact

Is this Item Budgeted? ☒ YES ☐ NO ☐ ITEM HAS NO COST ☐ OTHER: _____

Budget Adjustment (to be completed by Finance when applicable)

Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue

Fund(s) Impacted

(check all that apply)

☐ General Fund ☒ Utility Fund ☐ Street Fund ☐ Other(s): _____

Budget Impact Notes for Consideration (Optional):

City of Bentonville, Arkansas

City Hall

305 SW A Street Bentonville, AR 72712

www.bentonvillear.com

Please Recycle!

AIA® Document G701® – 2017

Change Order

PROJECT: <i>(Name and address)</i> Bentonville Parks Maintenance Building 401 NE Moberly Lane Bentonville, AR 72712	CONTRACT INFORMATION: Contract For: Construction Management Date: 2/11/2025	CHANGE ORDER INFORMATION: Change Order Number: 01 Date: 4/25/2025
OWNER: <i>(Name and address)</i> City of Bentonville 305 SW A Street Bentonville, AR 72712	ARCHITECT: <i>(Name and address)</i> Hight Jackson Associates 5201 W Village Parkway, Suite 300 Rogers, AR 72712	CONTRACTOR: <i>(Name and address)</i> Crossland Construction Company, Inc. 1800 S 52 nd Street, Suite 400 Rogers, AR 72756

THE CONTRACT IS CHANGED AS FOLLOWS:

(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

The GMP will be adjusted by this Change Order for the following:

1. This Change Order is based upon the description of request as follows:

Add for the cost associated with PCO 001. This PCO comes from a request by BWU to increase the size of the sanitary sewer system.

2. This Change Order is based upon the following clarifications:

Reference PCO 001. This includes applicable plan sheets issued on 4/2/2025 by Crafton Tull that made changes to the sanitary sewer system.

3. This Change Order is based upon the following documents:

25AR02_PCO001_SS Line Revision

The original Contract Sum was	\$	6,405,195.00
The net change by previously authorized Change Orders	\$	0.00
The Contract Sum prior to this Change Order was	\$	6,405,195.00
The Contract Sum will be increased by this Change Order in the amount of	\$	45164.74
The new Contract Sum including this Change Order will be	\$	6,450,359.74

The Contract Time will be increased by Zero (0) days.

The new date of Substantial Completion will be April 15, 2026

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

<u>Hight Jackson Associates</u> ARCHITECT <i>(Firm name)</i>	<u>Crossland Construction Company, Inc.</u> CONTRACTOR <i>(Firm name)</i>	<u>City of Bentonville</u> OWNER <i>(Firm name)</i>
 SIGNATURE	 SIGNATURE	 SIGNATURE
 PRINTED NAME AND TITLE	 PRINTED NAME AND TITLE	 PRINTED NAME AND TITLE
 DATE	 DATE	 DATE

AIA Document G701 – 2017. Copyright © 1979, 1987, 2000, 2001 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 11:41:26 ET on 04/25/2025 under Order No.2114490548 which expires on 06/30/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.

User Notes:

(3B9ADA4A)

Bentonville Parks Maintenance Building - 25AR02-MZA

25AR02-MZA

401 NE Moberly Lane
Bentonville, AR 72712

Date: 4/14/2025

Number: PCO 001

Subject: Sanitary Sewer Line Revision

Source of Funding: Owner Contract Change Order

Description

ADD for the cost difference in the revision to the Sanitary Sewer line issued to Crossland by Craton Tull on 4/2/25 (applicable pages attached).

Days Requested: 0

Change Total: \$45,164.74

Item Number	Description	Amount
01	ADD for the cost difference in the Sanitary Sewer line revision issued on 4/2/2025.	\$43,083.91
02	ADD for the additional bond (0.87%) and insurance (0.66%) cost associated with this scope of work.	\$659.18
03	ADD for the additional fee (3.25%) cost associated with this scope of work.	\$1,421.65

Approved By:

By _____

Signature _____

Date _____

References

Type	Filename	Contributor	Date (CST)
SupportingDocument	2025-04-02_Mem Park Maint Bldg_Civil Plans IFC (applicable pages).pdf	Mitchell Butler	4/14/2025 1:53 PM
SupportingDocument	Arco Back Up PCO 001.pdf	Mitchell Butler	4/14/2025 2:30 PM
View			
View			
View			
CompositeDocument			

ARCO EXCAVATION *And* PAVING *Inc.*

10287 E. Hwy 72
Bentonville, AR 72712
Ph: (479)-451-8000 Fax: (479)-451-8010

To:	Crossland Construction Company, INC.	Contact:	Mitchell Butler	
Address:	1800 S 52nd St, Ste 410	Phone:	479-464-7077	
	Rogers, AR 72758 US	Fax:	479-464-7050	
CO Name:	SS Upsize	CO ID:	01	
Project Location:	Moberly Ln And John DeSheilds Blvd, Bentonville, AR	CO Date:	1/8/2025 4/14/2025	
Item Description	Estimated Quantity	Unit	Unit Price	Total Price
PVC 10 In 9-13 Ft Depth SS	-848.00	LF	\$84.32	(\$71,503.36)
Manhole Up To 6 Ft Depth	-4.00	EACH	\$5,485.42	(\$21,941.68)
Additional VF Above 6 Ft	-17.00	VF	\$347.73	(\$5,911.41)
PVC 18 In 9-13 Ft Depth SS	876.00	LF	\$118.47	\$103,779.72
Manhole Up To 6 Ft Depth Upsize 5 FT Diameter With Drop Inlet Hardware	4.00	EACH	\$7,958.46	\$31,833.84
Additional VF Above 6 Ft	15.00	VF	\$455.12	\$6,826.80
Total Bid Price:				\$43,083.91

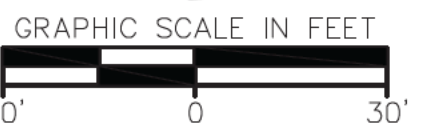
Notes:

- Due to the unforeseen cost in fuel prices, quote will be updated with current fuel cost at any time up to execution of contract/proposal.
- This proposal is all inclusive, any alteration will affect pricing.
- This proposal may be withdrawn if not accepted within 30 days.
- Proposal does not include payment and performance bonds. Add 3% if bond required.
- This proposal does not include repair of any unmarked underground utilities.
- This proposal does not include price for any permits or fees associated with.
- This proposal is based on work being done during normal working hours, night work and sundays not included.
- Any hold up in work will be paid by remobilization if demobilization is necessary OR by equipment sitting fee incurred daily.
- All work performed under scope is per plans, and deviation from plan may incur additional charges.
- Execution of work will only begin after a signed proposal has been received.
- Staking for ARCO operations only if included in contract.

Payment Terms:

Progress draws net due upon completion.

ACCEPTED: The above prices, specifications and conditions are satisfactory and hereby accepted. Buyer: _____ Signature: _____ Date of Acceptance: _____	CONFIRMED: Arco Authorized Signature: Estimator: Tony White (479) 866-3811 Tony@arcoexc.com
--	---



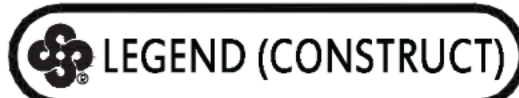
Key Plan

This document and the ideas and designs incorporated herein as an instrument of professional service is the property of Crafton Tull & Associates Inc. and is not to be used in whole or in part for any other project without the written authorization of Crafton Tull & Associates Inc.

STATE OF
ARKANSAS
REGISTERED
PROFESSIONAL
ENGINEER
No. 23347

SD24-0007 2025-04-02

Page 33 of 43



LIGHT POLE
MANHOLE
SANITARY SEWER CLEANOUT
STORM SEWER PIPE
STRUCTURE NUMBER
WATER VALVE
FIRE HYDRANT ASSEMBLY

The diagram illustrates a standard utility cross-section within a right-of-way. From top to bottom, the components are:

- CURB**: The outer edge of the paved area.
- SANITARY SEWER LINE**: Represented by a green line with a green 'SS' label.
- WATER LINE**: Represented by a blue line with a blue 'W' label.
- UNDERGROUND TELEPHONE**: Represented by a red line with a red 'UGT' label.
- UNDERGROUND ELECTRIC**: Represented by a red line with a red 'UGE' label and a lightning bolt symbol.
- OVERHEAD ELECTRIC**: Represented by a red line with a red 'OHE' label and a lightning bolt symbol.
- UNDERGROUND TELEVISION**: Represented by a red line with a red 'UGTV' label.
- BUILDING SET BACK**: Indicated by a horizontal line.
- RIGHT OF WAY**: Indicated by a thick horizontal line.
- PROPERTY LINE**: Indicated by a dashed horizontal line.
- ROAD CENTERLINE**: Indicated by a thick horizontal line.
- LANDSCAPE SETBACK BUFFER**: Indicated by a dashed horizontal line at the bottom.

NEARBY FIRE HYDRANT #0051
TESTED JANUARY 22, 2015
FLOW: 1272
RESIDUAL: 76
PETOT: 54
STAT PSI: 78
SEE DEMO PLAN FOR THIS FH

CONDENSATE AND ANY UN-METERED WATER ARE ADDRESSED AS A PROHIBITED DISCHARGE AND IS NOT APPROVED TO DISCHARGE INTO THE BENTONVILLE SANITARY SEWER SYSTEM.

ALL UTILITY
IMPROVEMENTS SHALL BE
CONSTRUCTED IN
COMPLIANCE WITH CITY OF
BENTONVILLE WATER
UTILITIES DEPARTMENT
SPECIFICATIONS 2024.
(C-103,C-201,C-202,C-203,
C-204,C-205)

NOTE: SEE NEXT
PAGE FOR
ENLARGED VIEWS

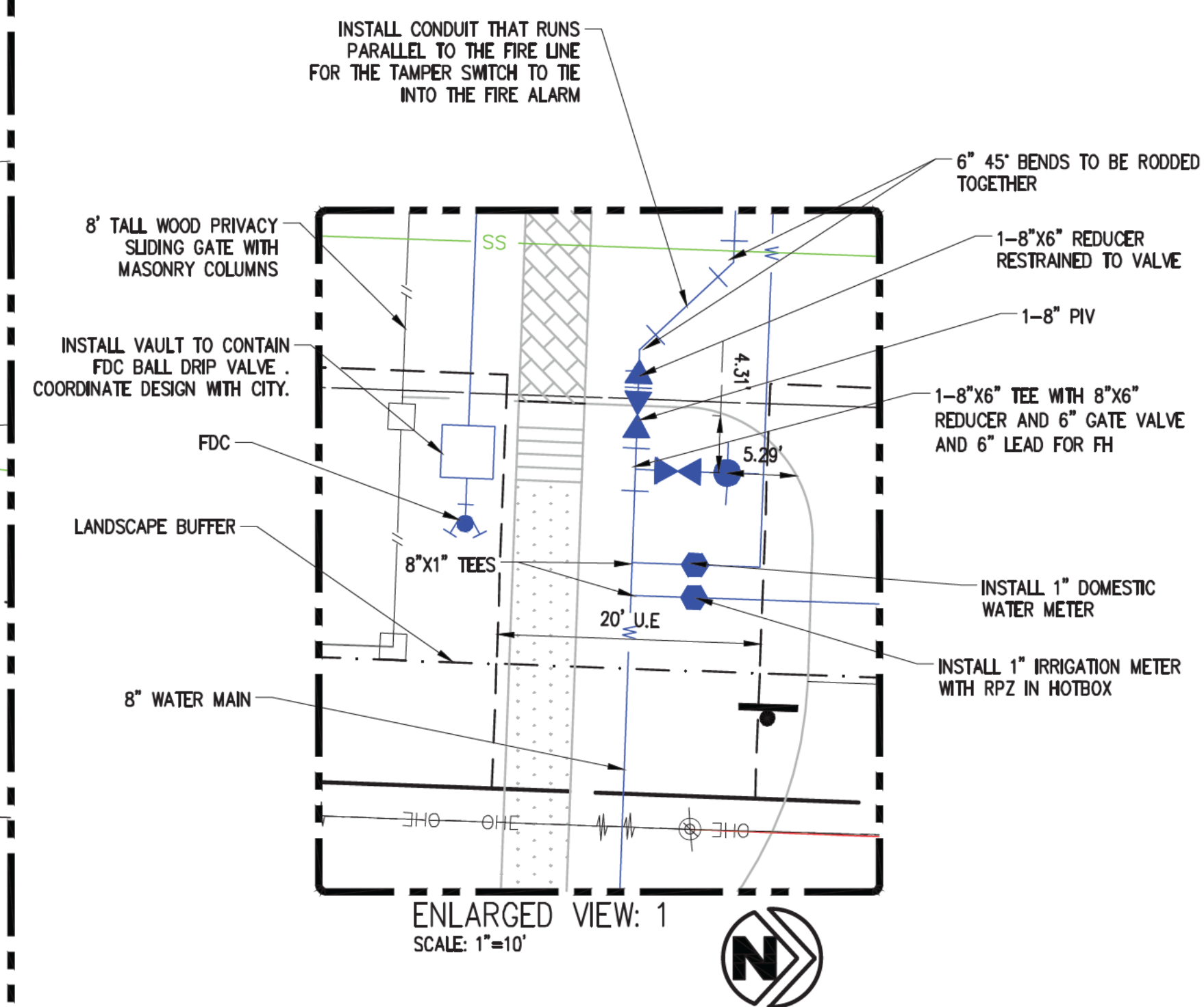
- * CONTACT BEUD AT 479-271-3135 BEFORE PERFORMING ANY GRADING WITHIN 5' OF EXISTING OR PROPOSED POWER POLES.
- * ELECTRIC FACILITIES SHALL BE INSTALLED IN ACCORDANCE WITH THE LATEST REVISION OF THE ELECTRIC SPECIFICATIONS FOUND ON THE WEBSITE. CONTRACTOR IS RESPONSIBLE FOR THE COMPLIANCE WITH THE DOCUMENT.
- * BEUD DESIGN LAYOUT DRAWING TAKES PRECEDENCE OVER ANY ELECTRIC INFORMATION ON THE SITE UTILITY PLAN
- * IIR CONSTRUCTION ONLY AFTER FIRE LINE PLAN SUBMITTAL TO CITY OF BENTONVILLE. FIRE LINE CONSTRUCTION IS NOT TO BEGIN UNTIL ADH APPROVAL IS RECEIVED BY FIRE LINE CONTRACTOR ON THE FIRE LINE PLAN.
- * FOR EXISTING EASEMENT AND SANITARY TO BE VACATED SEE DEMO PLAN.
- * ALL WATER MAIN VALVES & FIRE HYDRANTS ARE SHOWN SCHEMATICALLY. CONTRACTOR SHALL RESTRAIN VALVES TO FITTINGS
- * AT NO TIME MAY A VALVE BE INSTALLED TO CONFLICT WITH CURB, SIDEWALK OR HANDICAP RAMPS. NO FIRE HYDRANTS SHALL BE INSTALLED WITHIN THE SIDEWALK

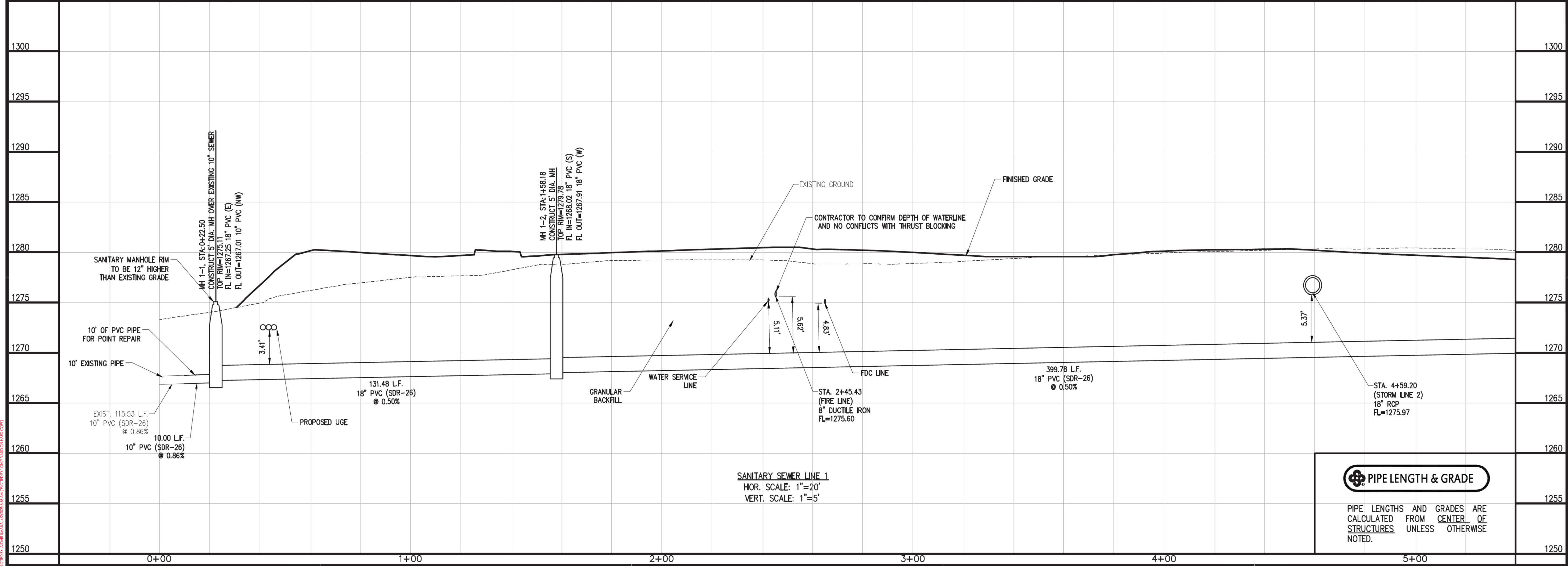
Key Plan

[illegible]

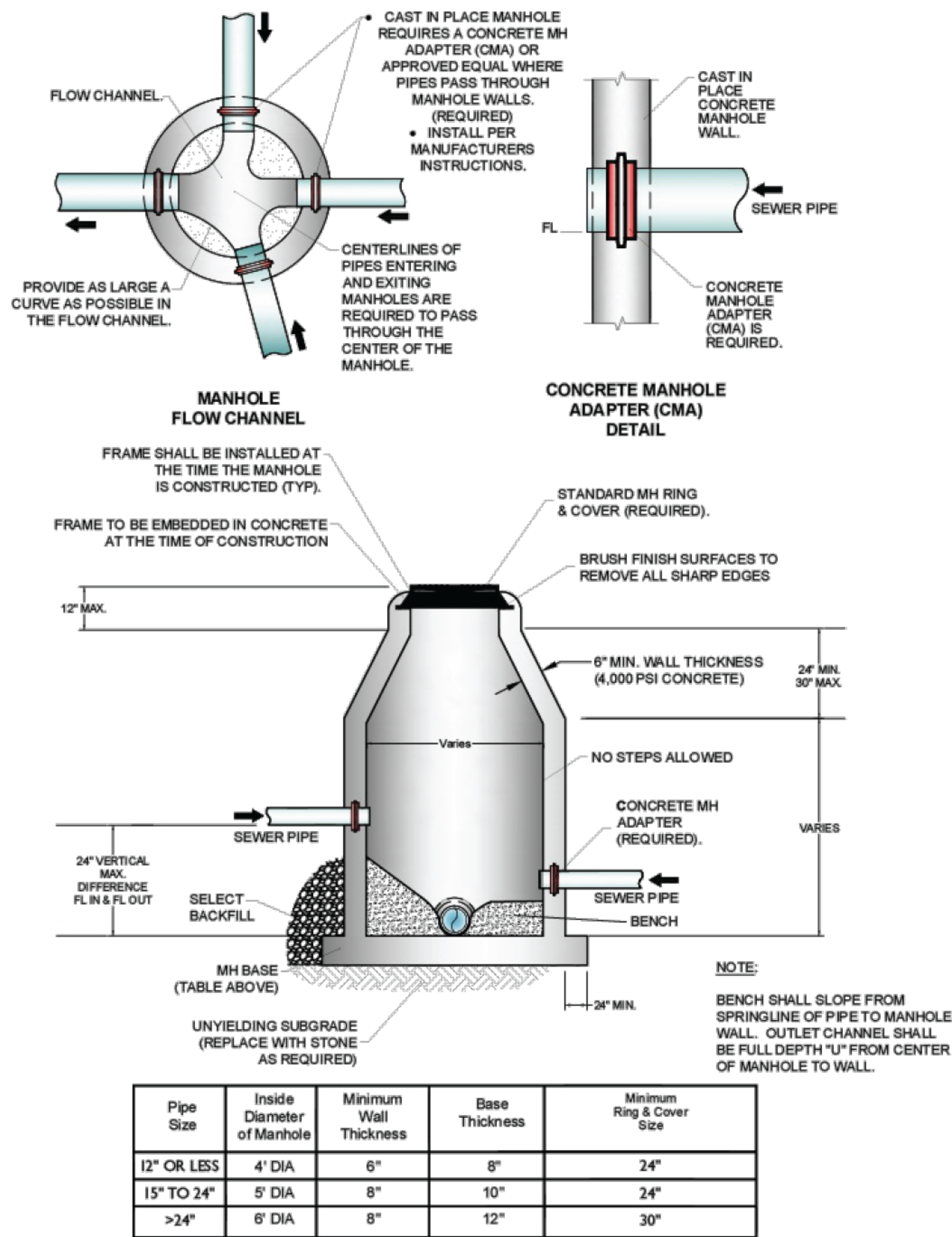
ENLARGED UTILITY PLAN (C

Page 3



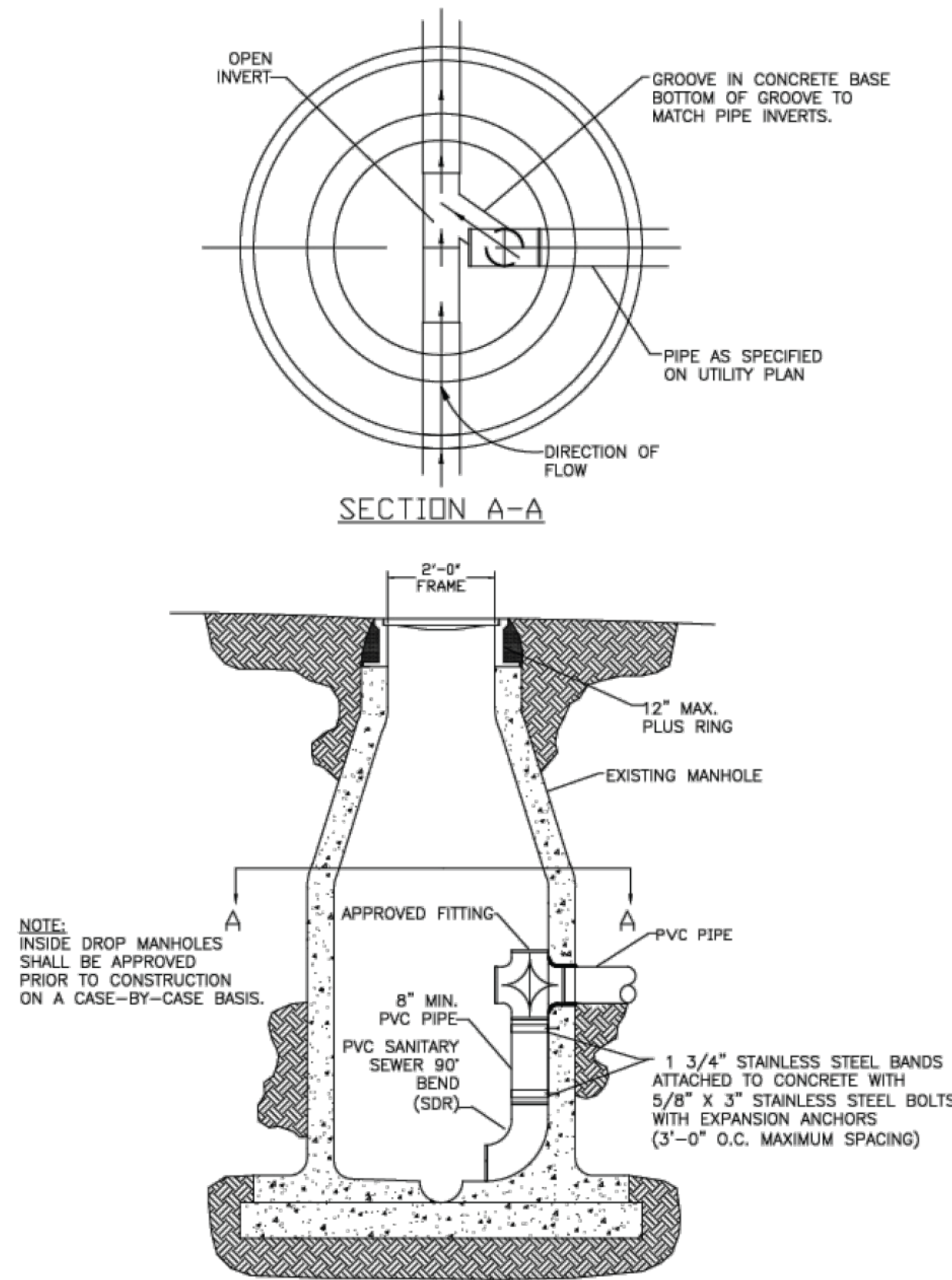


SANITARY SEWER
CAST IN PLACE MANHOLE



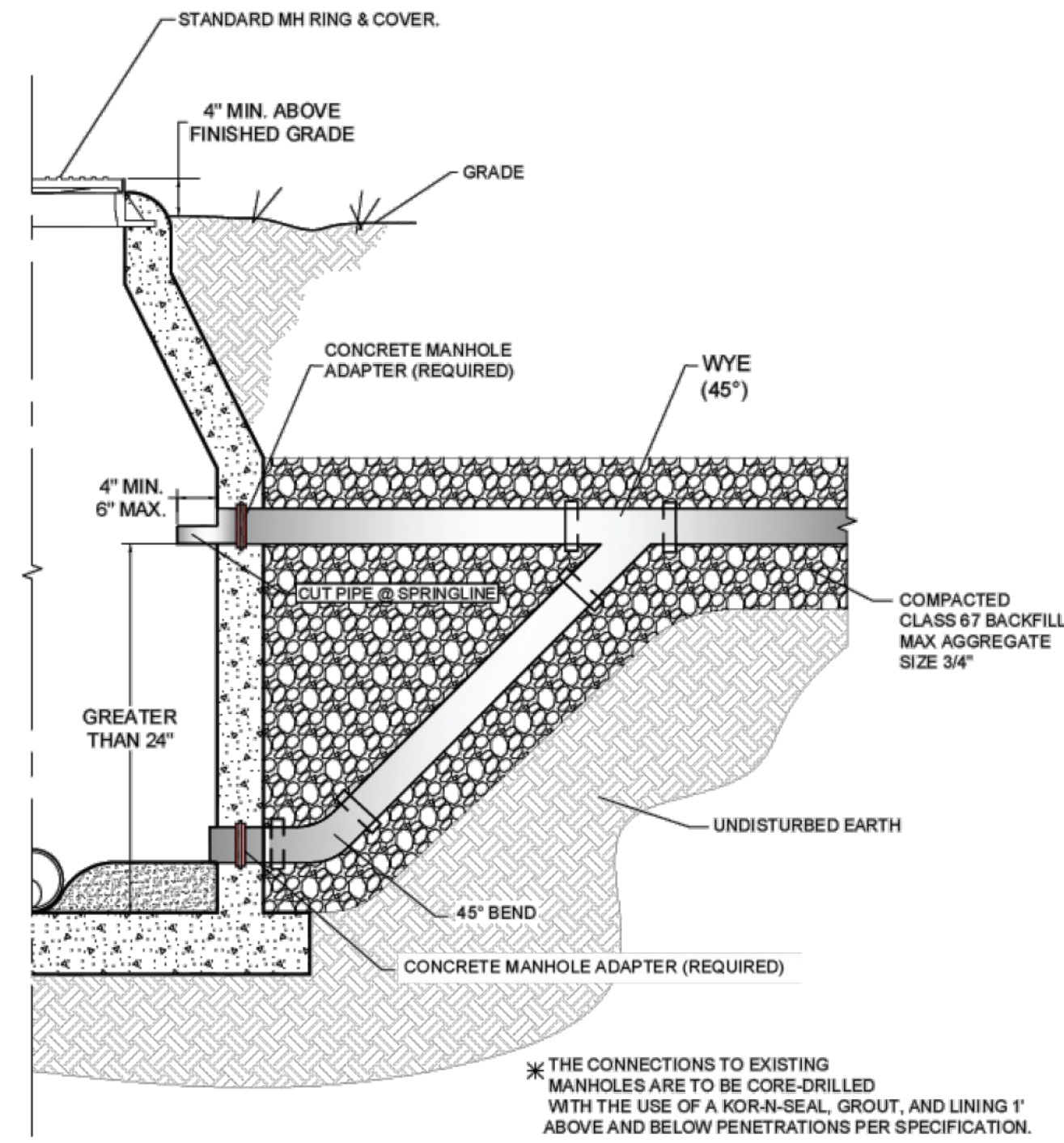
MANHOLE INFORMATION TABLE
SANITARY SEWER DETAIL: SS01

SANITARY SEWER
INTERIOR DROP MANHOLE



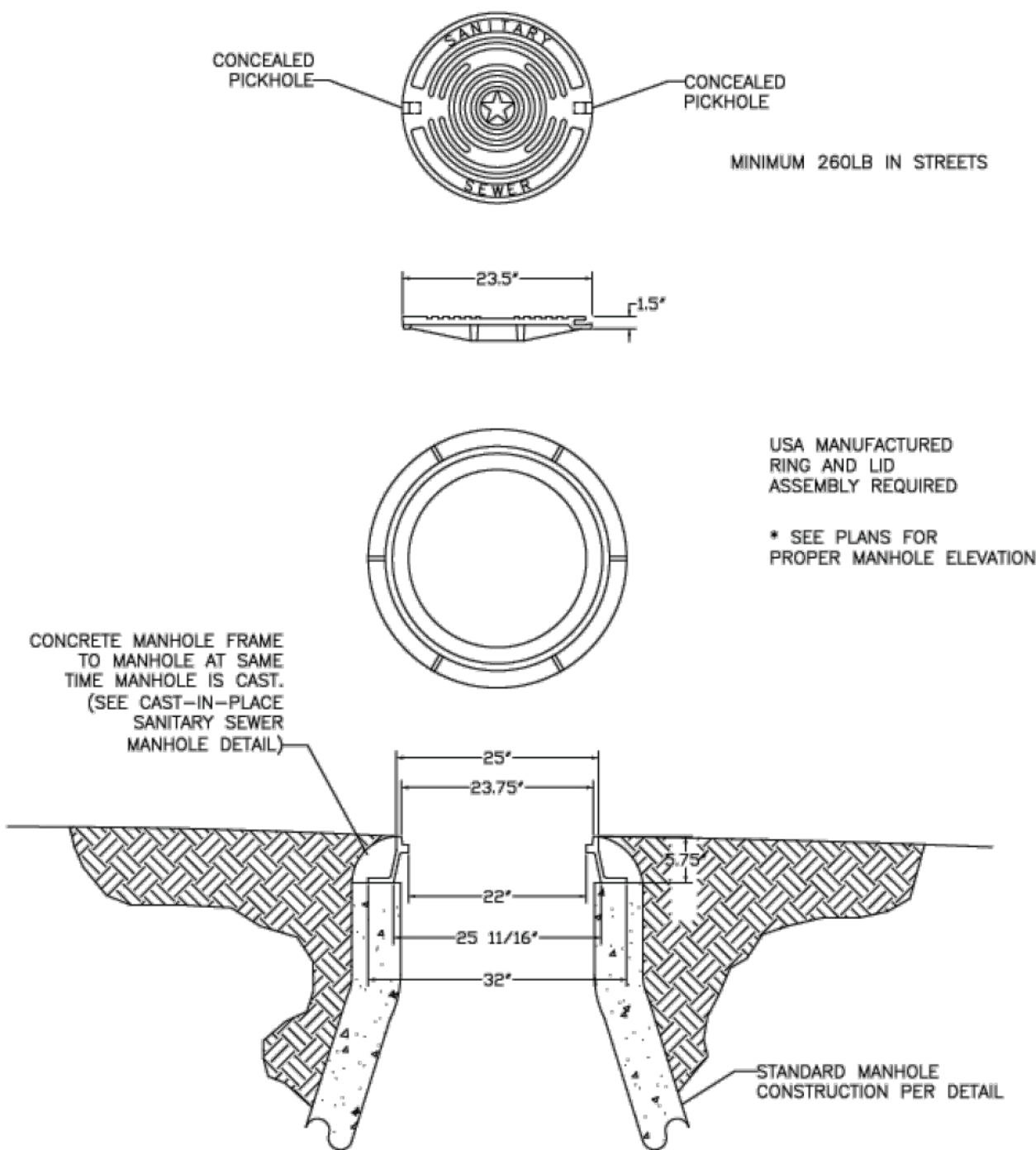
SANITARY SEWER DETAIL: SS02

SANITARY SEWER
EXTERIOR DROP MANHOLE



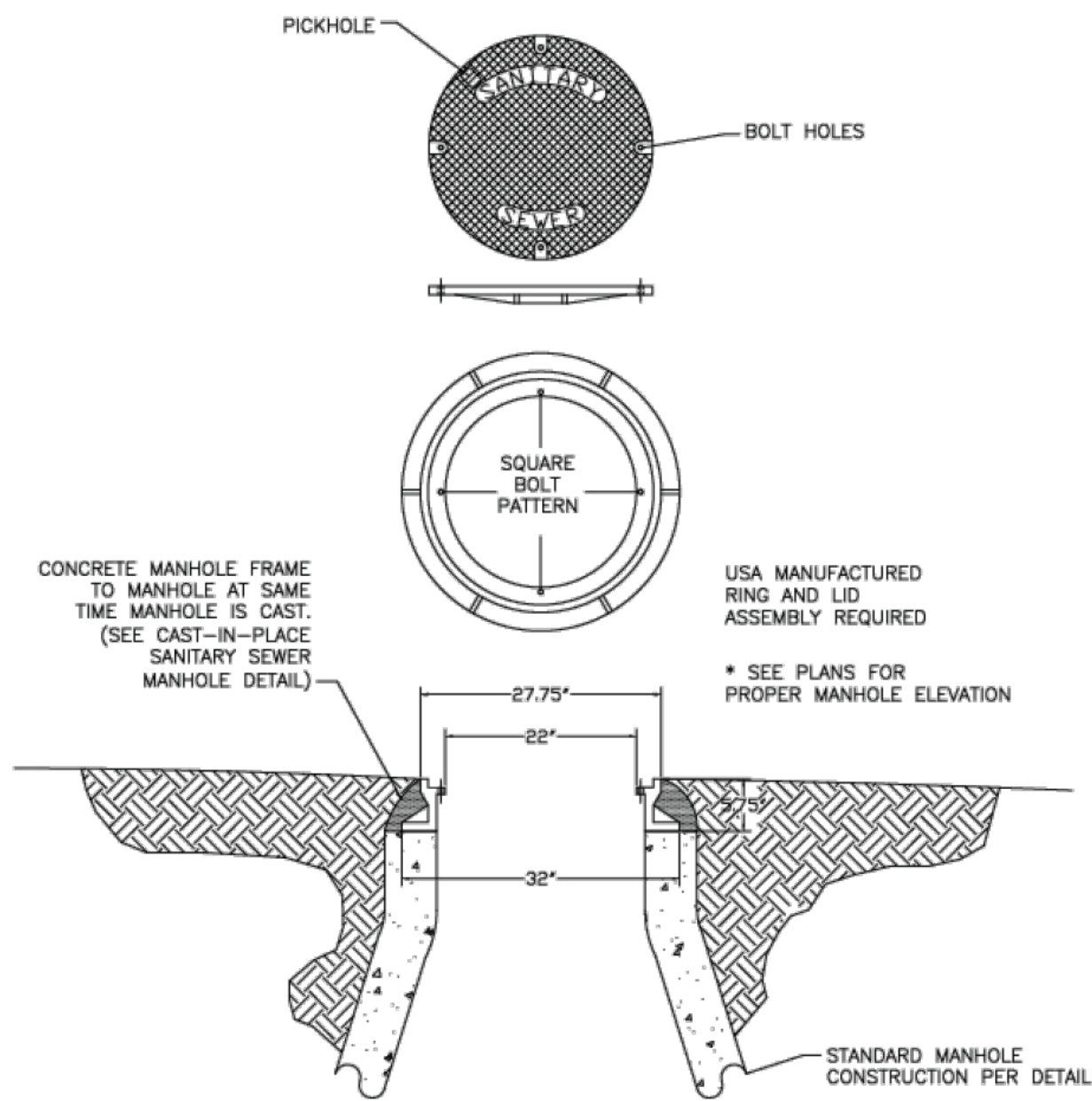
SANITARY SEWER DETAIL: SS03

HEAVY DUTY MANHOLE
LID & FRAME



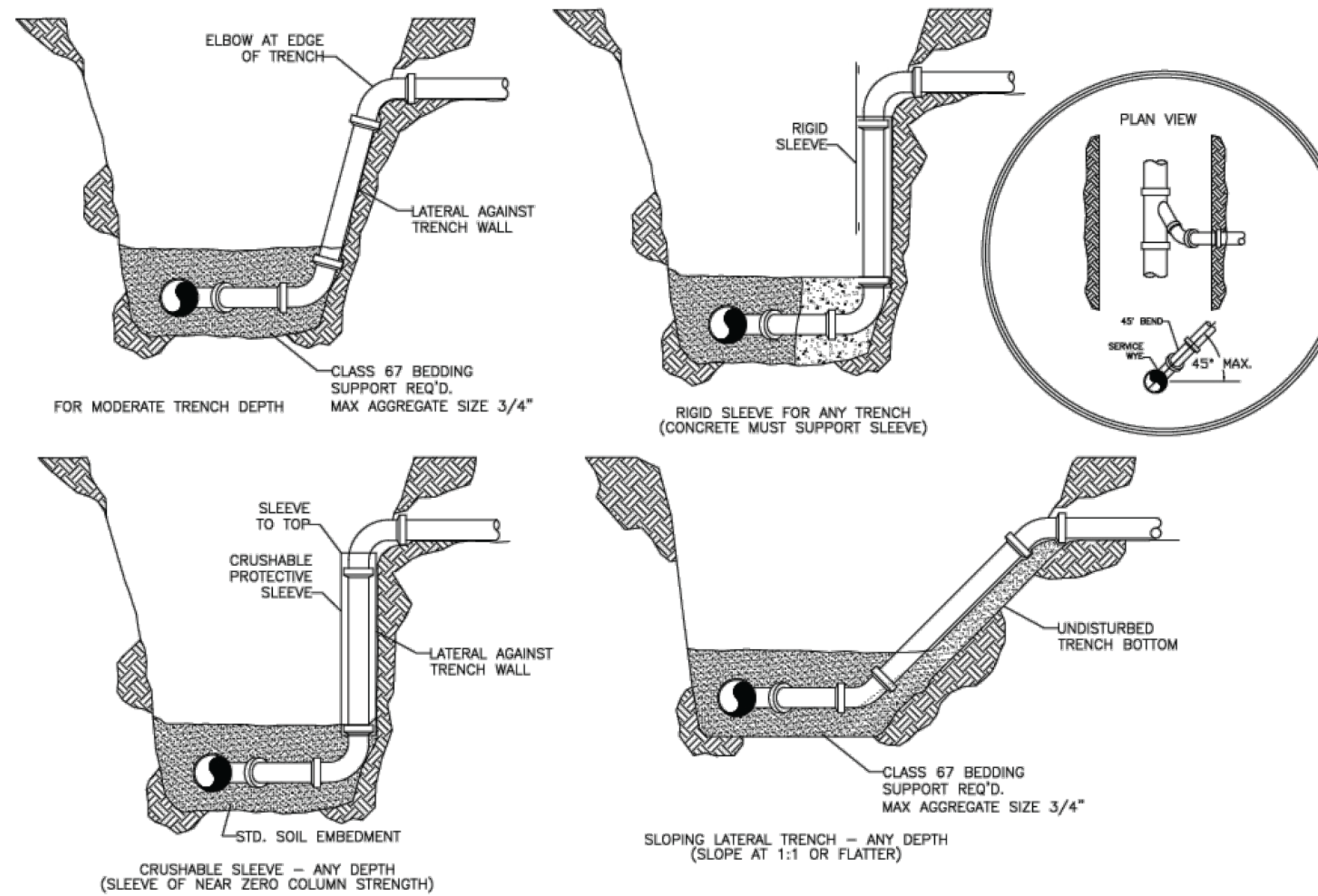
SANITARY SEWER DETAIL: SS04

WATER TIGHT BOLTED MANHOLE
LID & FRAME



SANITARY SEWER DETAIL: SS05

SANITARY SEWER
SERVICE WYE

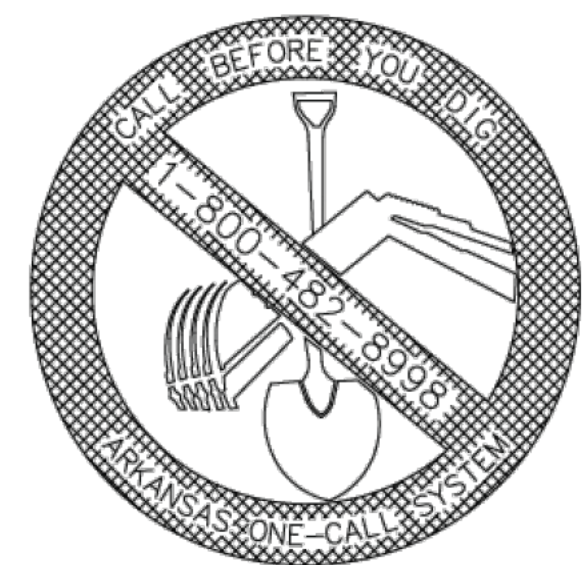


SANITARY SEWER DETAIL: SS06



3200 SW MUNICIPAL DR.
Bentonville, AR 72712
Ph: (479) 271-3140
www.bentonvillear.com

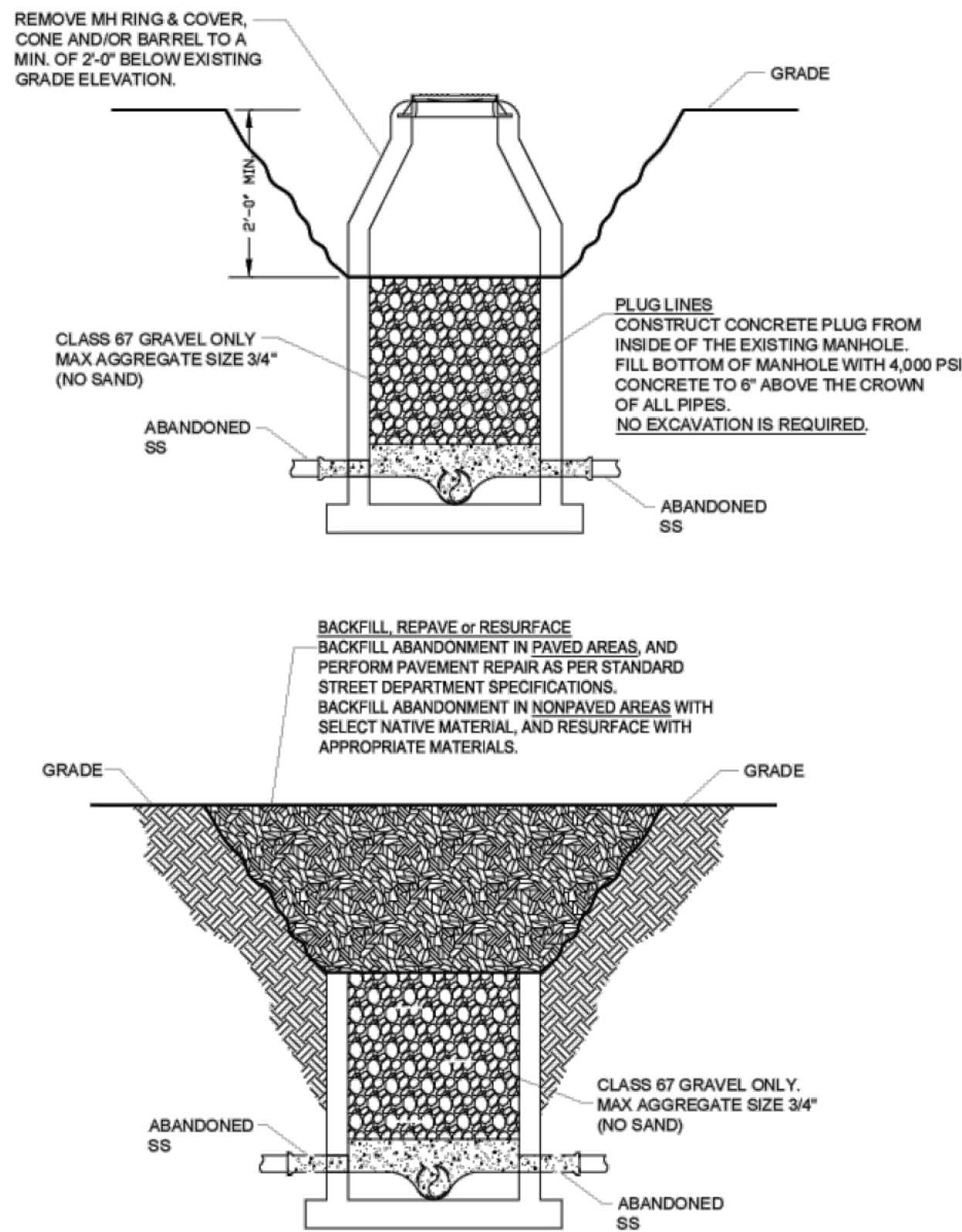
SAN. SEWER
DETAILS



REVISION:
2024

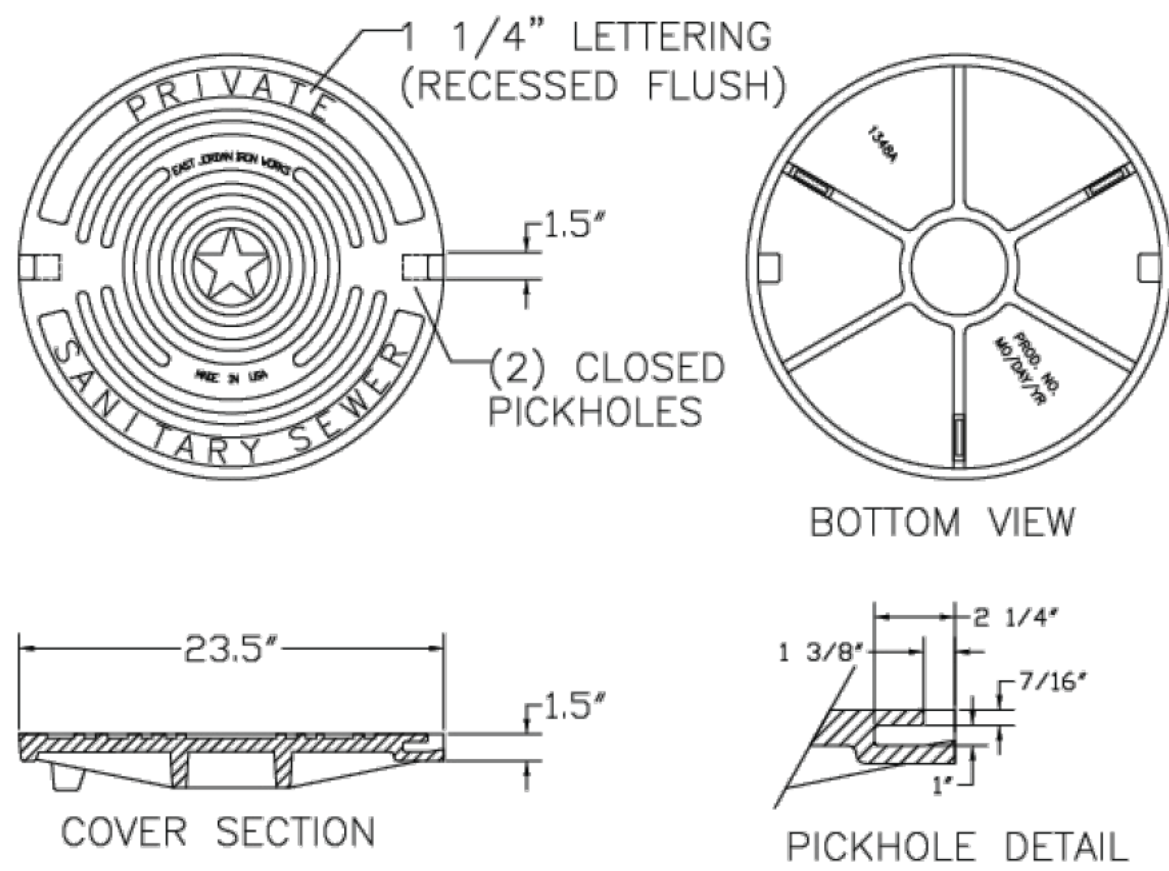
DRAWN BY: JS	DATE: 08/27/2024
APPROVED BY: AW	DATE: 08/27/2024
SHEET NUMBER: LSD24-0007	1 OF 2

SANITARY SEWER MANHOLE
ABANDONMENT



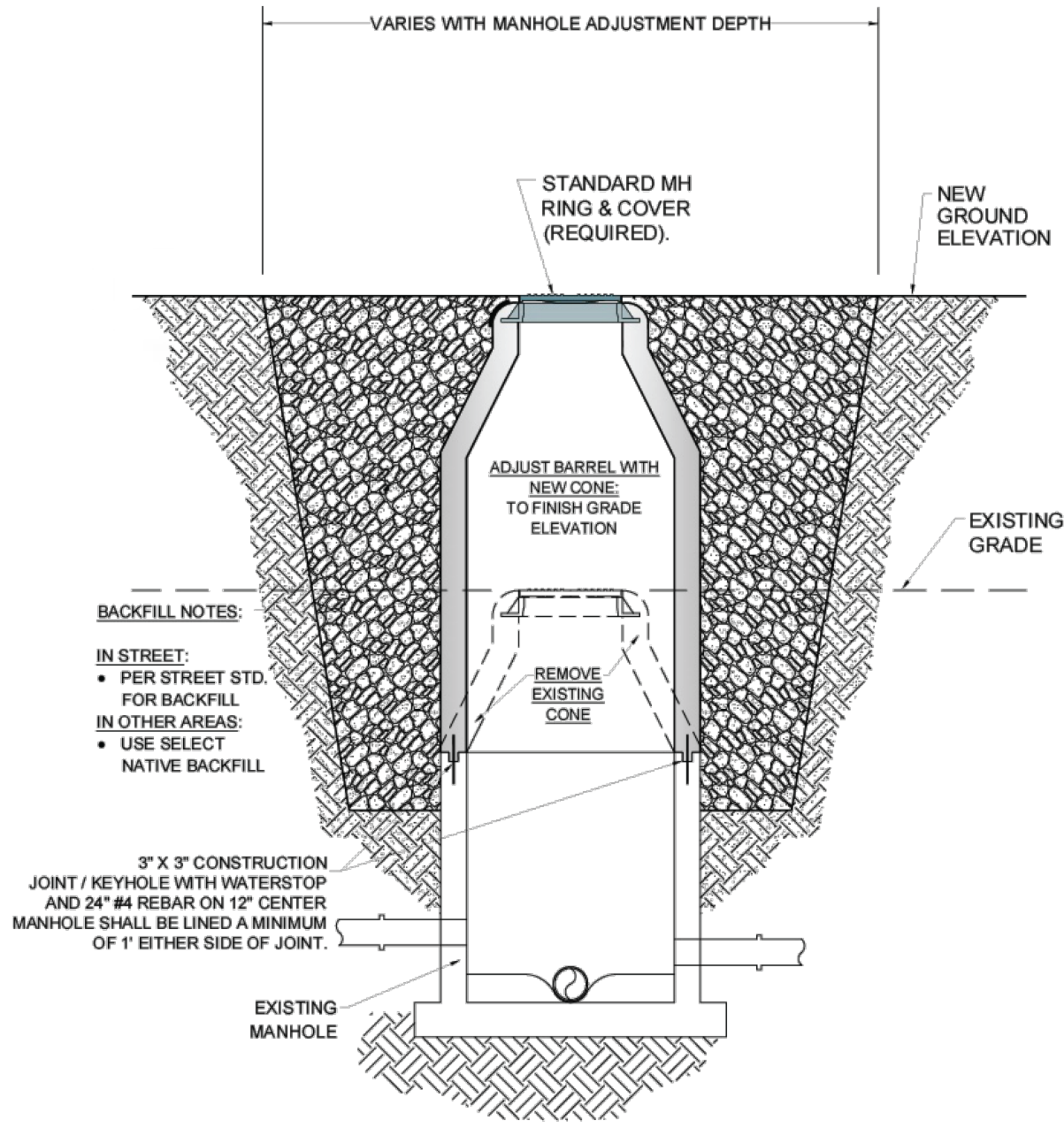
SANITARY SEWER DETAILS: SS07

PRIVATE MANHOLE
RING AND LID

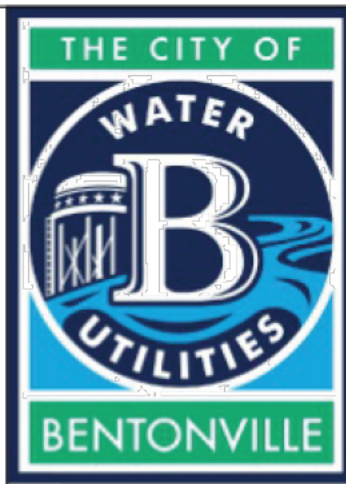


SANITARY SEWER DETAILS: SS08

TYPICAL MANHOLE
ADJUST TO GRADE



SANITARY SEWER DETAILS: SS09



3200 SW MUNICIPAL DR.
Bentonville, AR 72712
Ph: (479) 271-3140
www.bentonvillear.com

SAN. SEWER
DETAILS

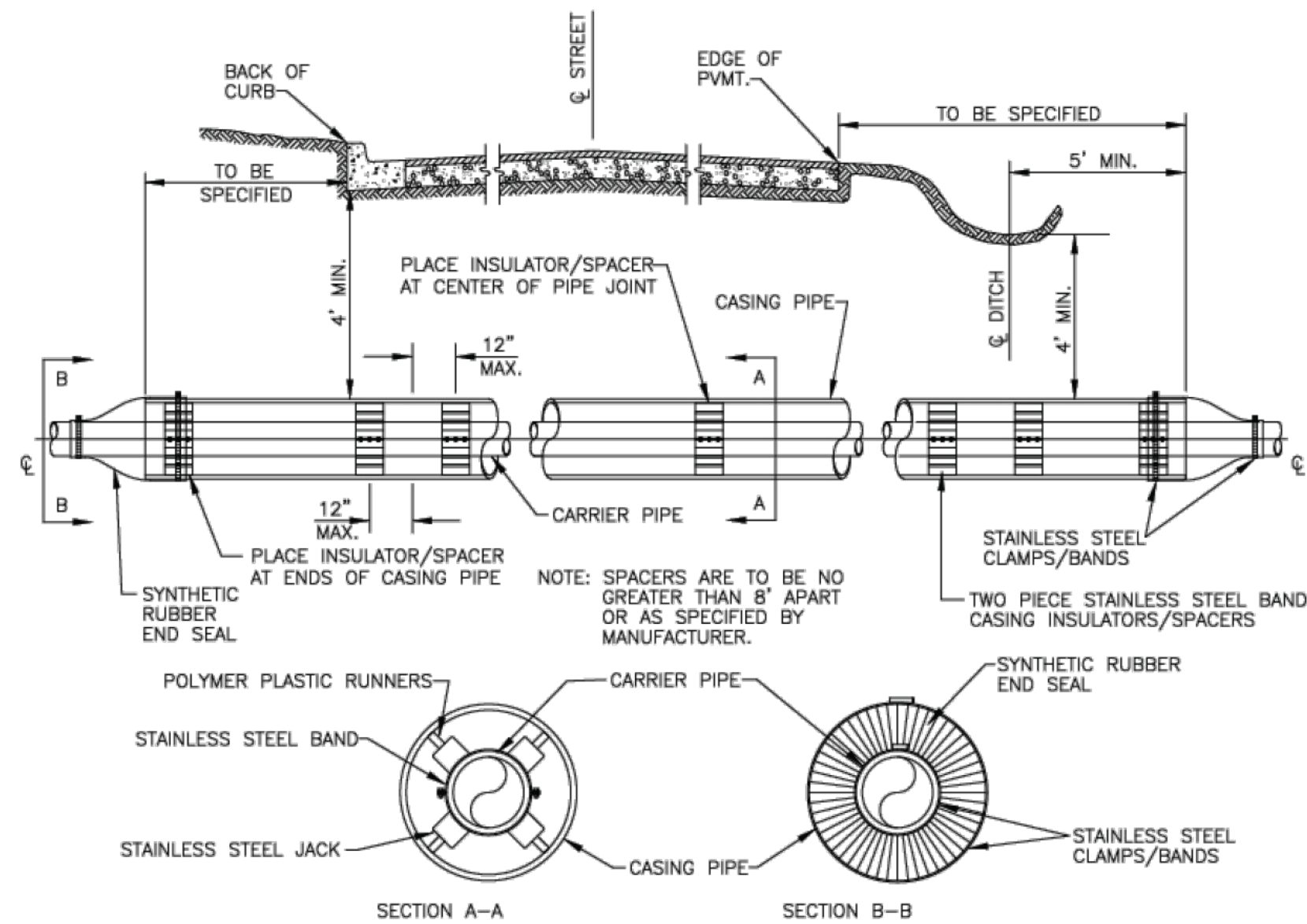


REVISION:
2024

NOTES:

DRAWN BY:	JS	DATE:	08/27/2024
APPROVED BY:	AW	DATE:	08/27/2024
SHEET NUMBER:	LSD24-0007	2	OF 2

ENCASEMENT DETAIL



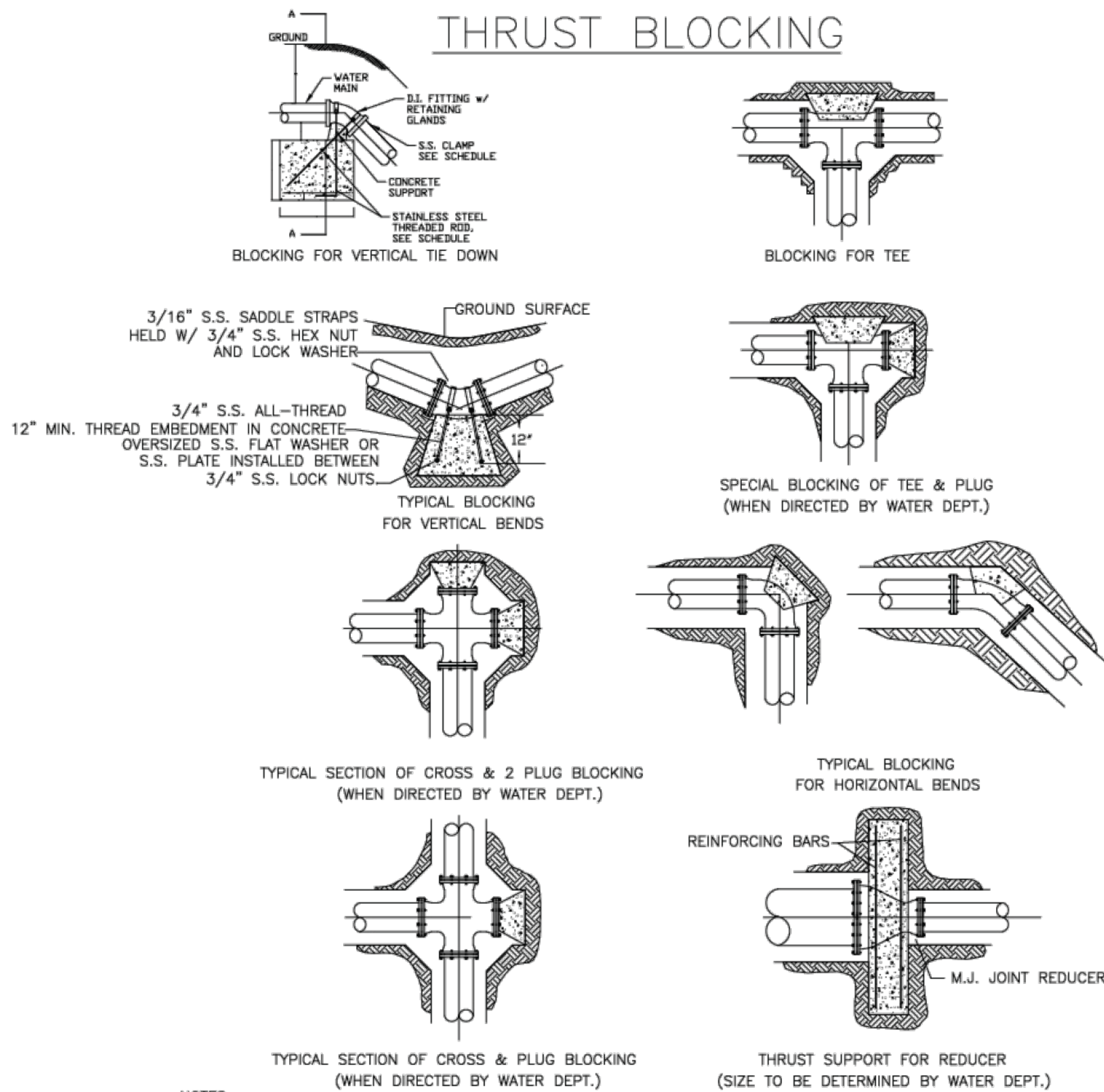
CARRIER & CASING SIZES												
PIPE SIZE	4"	6"	8"	10"	12"	14"	16"	18"	20"	24"	30"	36"
CARRIER	4"	6"	8"	10"	12"	14"	16"	18"	20"	24"	30"	36"
CASING	16"	16"	16"	18"	24"	24"	30"	30"	36"	36"		
CASING/WALL THICKNESS	.219	.219	.219	.250	.281	.344	.406	.406	.500	.500		

NOTE: DUCTILE IRON, OR PVC PIPE REQUIRED FOR WATER, OR SEWER.

*ALL BELLS SHALL BE RESTRAINED INSIDE ENCASEMENT BY APPROVED METHOD.

GENERAL WATER/SEWER DETAIL: GWS01

THRUST BLOCKING



- NOTES
1. ALL BLOCKING SHALL BE AGAINST UNDISTURBED SOIL USING 4,000 PSI CONCRETE.
 2. WHERE SOIL CONDITIONS MAKE IT NECESSARY TO POUR CONCRETE OVER JOINTS, THE ENDS OF THE ADJACENT PIPES MUST HAVE A THRUST BLOCK TO RESIST MOVEMENT OF THESE JOINTS.
 3. WEIGHT CALCULATIONS TO BE BASED ON REACTION BACKING TABLE (SEE GWS03).
 4. WHEN BLOCKING AGAINST FITTINGS, FITTINGS SHALL BE COVERED WITH POLYETHYLENE WRAP TO PREVENT BONDING OF CONCRETE.
 5. WHERE SHEAR BECOMES A PROBLEM PROPER REINFORCING MUST BE INSTALLED INTO THE BLOCKING.
 6. CLEARANCE SHALL BE A MINIMUM OF 6" BETWEEN PIPE AND OBSTRUCTIONS.
 7. CLEARANCE ON PIPES BELONGING TO OIL/GAS COMPANIES SHALL BE 18" UNLESS SPECIAL PERMISSION IS GIVEN BY THESE COMPANIES AND THE DEPARTMENT.
 8. 12" OF ALL THREAD EMBEDDED IN CONCRETE
 9. MIN. 5/8" ALL THREAD FOR SECTIONS 10FT OR UNDER

GENERAL WATER/SEWER DETAIL: GWS02

REACTION BACKING TABLE

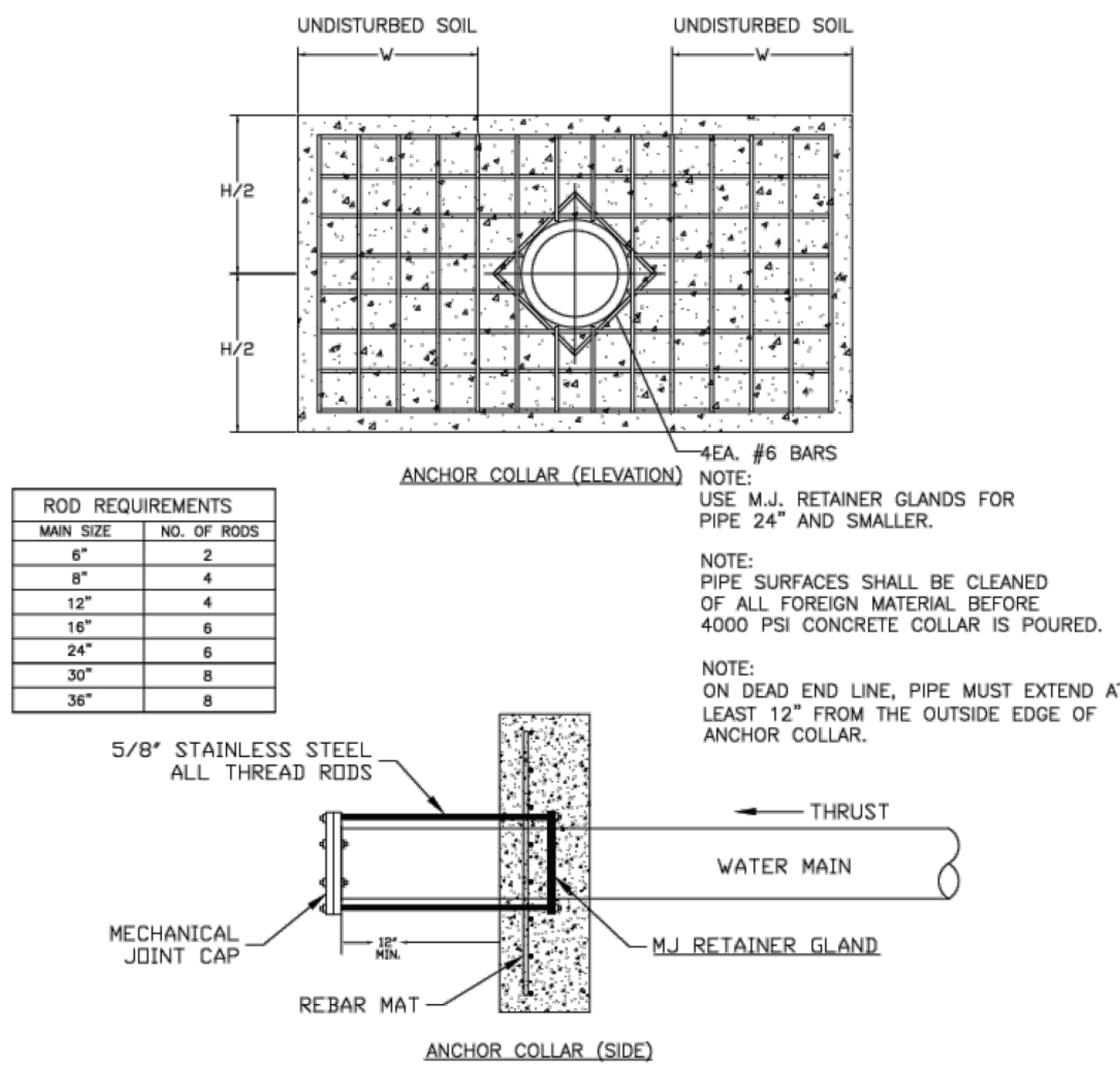
BLOCKING SCHEDULE						
PIPE SIZE		BENDS				ROD DIA.
		45°	22 1/2°	11 1/4°		
8"	VOLUME REQ'D (CU. FT.)	98.5	50.2	25.2	3/4 IN.	
	A (FT.)	5.00'	4.00'	3.00'		
	B (FT.)	4.00'	3.20'	2.80'		
	C (FT.)	5.00'	4.00'	3.00'		
	MIN. CLAMP (2 EA.)	3/8 IN. x 2 IN.				
12"	VOLUME REQ'D (CU. FT.)	209.5	106.8	53.7	3/4 IN.	
	A (FT.)	6.00'	5.00'	4.00'		
	B (FT.)	6.00'	4.25'	3.50'		
	C (FT.)	6.00'	5.00'	4.00'		
	MIN. CLAMP (2 EA.)	1/2 IN. x 2 IN.				
18"	VOLUME REQ'D (CU. FT.)	457.2	233.1	117.1	1 IN.	
	A (FT.)	8.00'	6.50'	5.00'		
	B (FT.)	7.25'	5.50'	4.75'		
	C (FT.)	8.00'	6.50'	5.00'		
	MIN. CLAMP (2 EA.)	5/8 IN. x 3 IN.				
24"	VOLUME REQ'D (CU. FT.)	800.3	408.0	205.0	1 1/4 IN.	
	A (FT.)	9.50'	7.50'	6.00'		
	B (FT.)	9.00'	7.25'	5.75'		
	C (FT.)	9.50'	7.50'	6.00'		
	MIN. CLAMP (2 EA.)	5/8 IN. x 3 IN.				
VOLUME CALCULATED ON THE BASIS OF CONCRETE REACTING THRUST ON THE RESPECTIVE BENDS UNDER AN INTERVAL PRESSURE OF 250 PSI. SURGE AND THE WEIGHT OF CONCRETE IS 150 POUNDS PER CU. FT.						

- NOTES
1. ALL FITTINGS SHALL BE MECHANICAL JOINTS.
 2. DO NOT COVER BELLS OR FLANGES WITH CONCRETE.
 3. WRAP ALL FITTINGS WITH POLY WRAP.
 4. BACK ALL TEES ACCORDING TO SIZE OF BRANCH.
 5. BACKING FUTURE LINE EXTENSIONS SHALL BE SUCH THAT LATER REMOVAL IS POSSIBLE.
 6. ALL BENDS WHERE FITTINGS ARE USED, BOTH HORIZONTAL OR VERTICAL, SHALL BE BACKED WITH CONCRETE.
 7. REACTION BACKING TABLE IS BASED ON 150 PSI AND SOIL BEARING PRESSURE OF 2,000 LB/SQ. FT. ADDITIONAL BACKING MAY BE REQUIRED IN SOME AREAS AS REQUIRED BY CITY WATER DEPARTMENT.

GENERAL WATER/SEWER DETAIL: GWS03

ANCHOR COLLAR SPECIFICATIONS

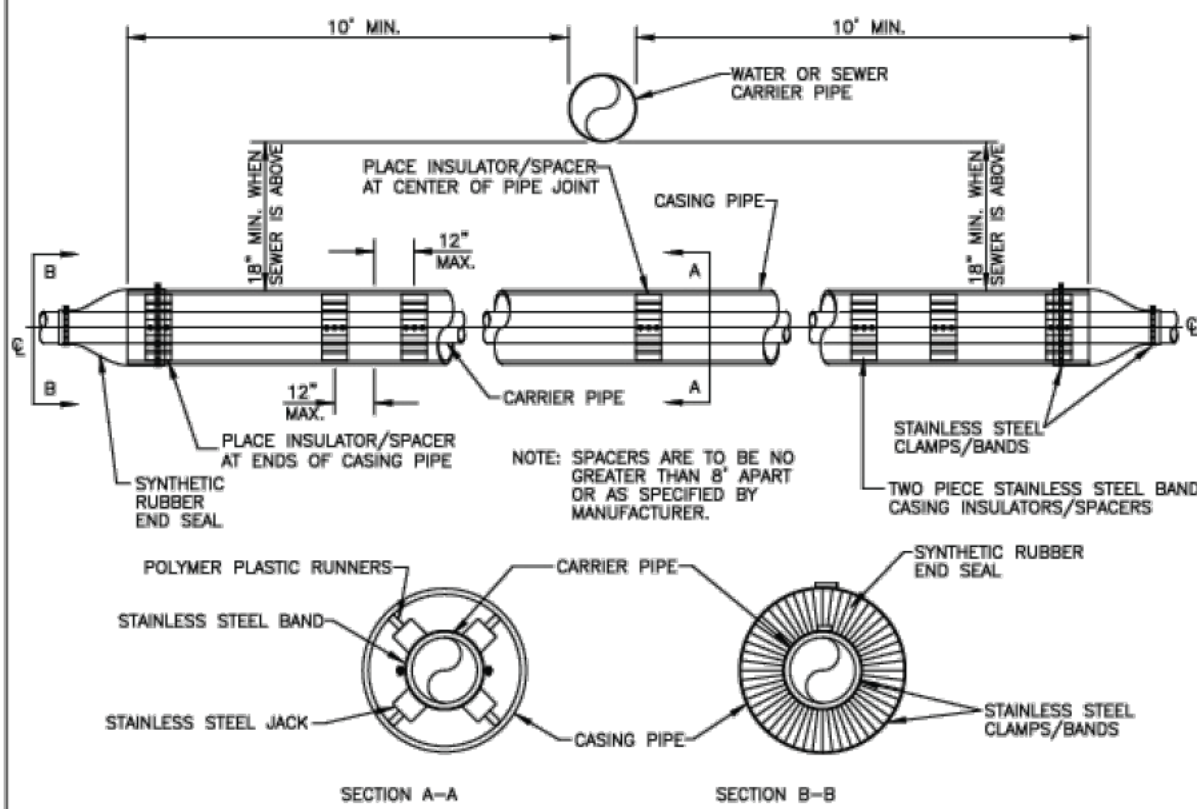
ANCHOR COLLAR SCHEDULE						
PIPE SIZE	DIMENSIONS				REINFORCING BARS	
	W	H	T	M	"A" BARS	"B" BARS
6"	1.5'	2.0'	1.0'	M.J. RETAINER GLAND	#6@6"	#6@6"
8"	1.5'	2.5'	1.0'	M.J. RETAINER GLAND	#6@6"	#6@6"
12"	2.0'	4.0'	1.5'	M.J. RETAINER GLAND	#6@6"	#6@6"
18"	3.0'	4.5'	1.5'	M.J. RETAINER GLAND	#6@6"	#6@6"
20"	3.0'	5.0'	2.0'	M.J. RETAINER GLAND	#6@6"	#6@6"
24"	3.5'	5.5'	2.0'	M.J. RETAINER GLAND	#7@6"	#6@10"
30"	6.5'	6.0'	2.5'	4"	#8@6"	#7@10"
36"	7.0'	7.0'	2.5'	4"	#8@6"	#7@10"



NOTE:
ALL-THREAD STEEL RODS SHALL BE 5/8" STAINLESS STEEL WITH STAINLESS STEEL HARDWARE.

GENERAL WATER/SEWER DETAIL: GWS04

ENCASEMENT CROSSING DETAIL



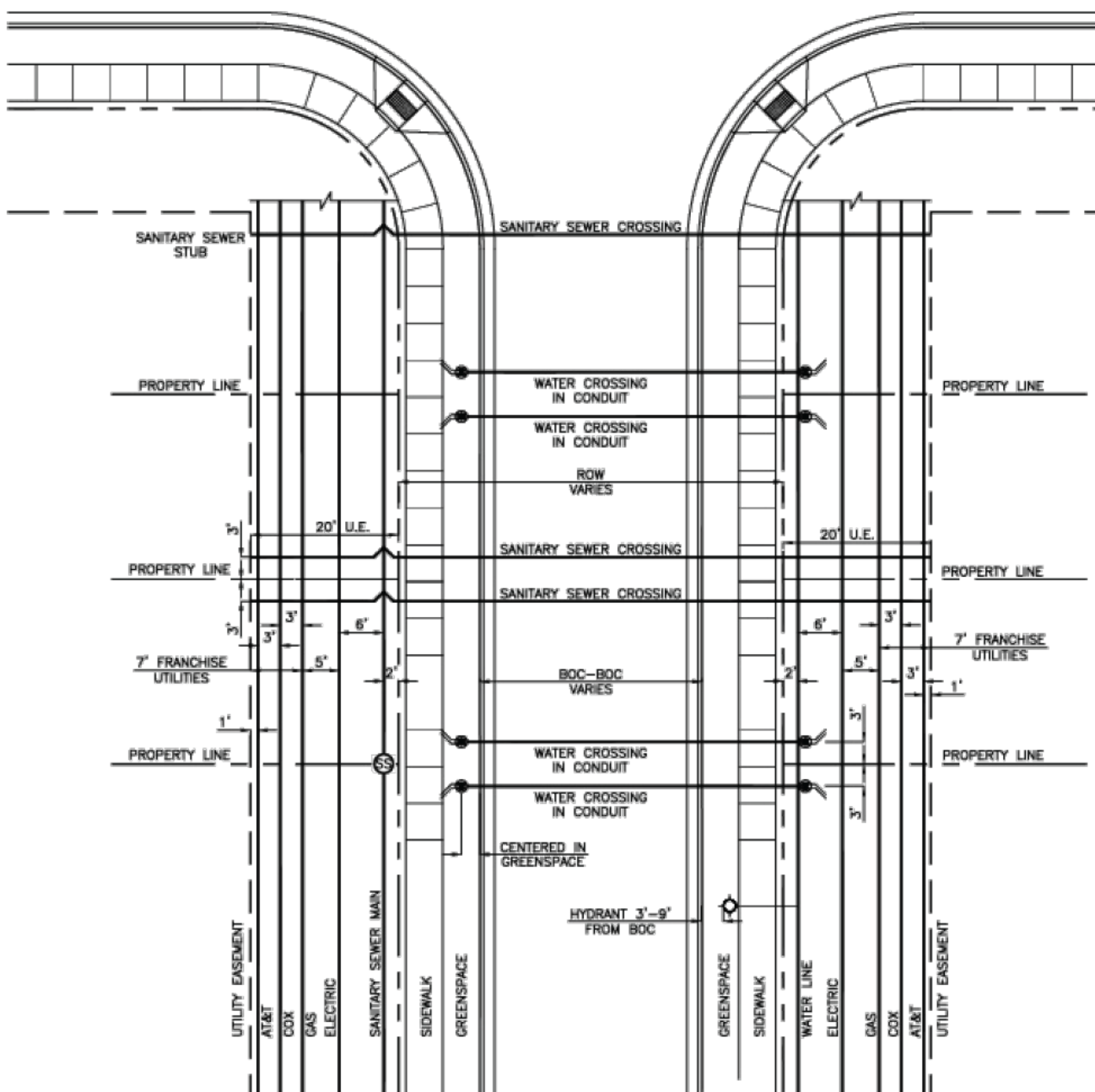
CARRIER & CASING SIZES												
PIPE SIZE	4"	6"	8"	10"	12"	14"	16"	18"	20"	24"	30"	36"
CARRIER	4"	6"	8"	10"	12"	14"	16"	18"	20"	24"	30"	36"
CASING	16"	16"	16"	18"	24"	24"	30"	30"	36"	36"		
CASING/WALL THICKNESS	.219	.219	.219	.250	.281	.344	.406	.406	.500	.500		

NOTE: DUCTILE IRON, OR PVC PIPE REQUIRED FOR WATER, OR SEWER.

*ALL BELLS SHALL BE RESTRAINED BY APPROVED METHOD.

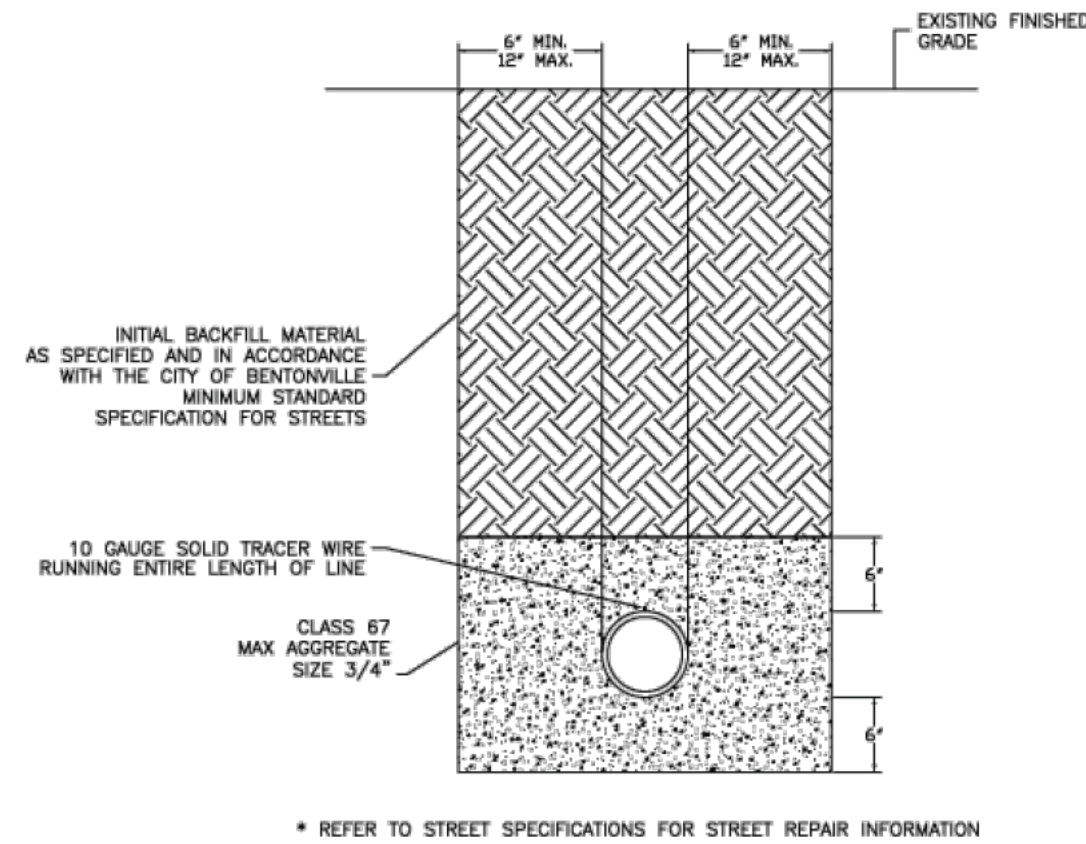
GENERAL WATER/SEWER DETAIL: GWS05

SUBDIVISION UTILITY PLACEMENT



GENERAL WATER/SEWER DETAIL: GWS06

TYPICAL BEDDING DETAIL



* REFER TO STREET SPECIFICATIONS FOR STREET REPAIR INFORMATION

GENERAL WATER/SEWER DETAIL: GWS07



3200 SW MUNICIPAL DR.
Bentonville, AR 72712
Ph: (479) 271-3140
www.bentonvillear.com

WATER/SEWER DETAILS



REVISION:
2024

DRAWN BY: JS	DATE: 08/27/2024
APPROVED BY: AW	DATE: 08/27/2024
SHEET NUMBER: 1	OF 1
LSD24-0007	



City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	5/13/2025	Submitted By:	Beau Thompson
Phone:	479.271-3140	For Department(s):	Water Utilities (Water)
Email:	bthompson@bentonvillear.com		

Item Type (Check all that apply)

☐ Informational	☒ Bid Award	☐ Enter into an Agreement	☐ Change Order
☐ Recognizing Funds	☐ Budget Adjustment	☐ Waiver of Bid	☐ Emergency Clause
☐ Ordinance	☒ Resolution	☐ Informational	

Title, Recommendation & Justification

Title:	Resolution to Award Bid IFB-25-11 48' Transmission Main Valves Procurement
Action Recommendation & Justification:	Resolution awarding bid IFB-25-11 for the one time purchase and delivery of the 48' Transmission Main Valves Procurement to DeZurik Inc. in the amount of \$921,778.00, associated with ARDOT project 090512 Hwy 112 relocation. This bid award for early procurement of the 14 valves is needed due to the extended lead time associated with 48" butterfly valves. The early procurement of the valves will qualify for advance payment by ARDOT. No budget adjustment is needed.
Additional Comments for Consideration (Optional):	Total approved construction cost is currently \$20,574,200.00. The 090512 project is 99.53% reimbursable leaving the City responsible for \$4,332.36. Olsson Engineering has reviewed the bid submissions and determined the low bidder does not meet the States requirements for Buy American Build American. Olsson Engineering recommends the City award to the next lowest bidder DeZurik Inc.
Amount for Approval:	\$ \$921,778.00

Budget Impact

Is this Item Budgeted? ☒ YES ☐ NO ☐ ITEM HAS NO COST ☐ OTHER: _____

Budget Adjustment (to be completed by Finance when applicable)

Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue

Fund(s) Impacted

(check all that apply)

☐ General Fund ☐ Utility Fund ☐ Street Fund ☐ Other(s): _____

Budget Impact Notes for Consideration (Optional):

City of Bentonville, Arkansas

City Hall

305 SW A Street Bentonville, AR 72712



April 29, 2025

Bentonville Water Utilities

Attn: Beau Thompson, Manger - Technical Services
3200 SW Municipal Dr.
Bentonville, AR 72712
Delivered Via Email: <bthompson@bentonvillear.com>

RE: IFB-25-11 RE-BID, 48" Transmission Main Valves Procurement

Dear Mr. Thompson:

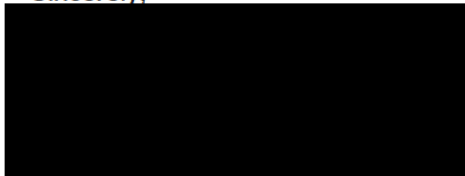
The City of Bentonville's purchasing department received five (5) bids for the above-referenced project on April 16, 2025. The low bidder was Vector Controls of Plano, Texas. Their submitted bid includes foreign manufactured valves by AV-Tek. Project specifications require compliance with the Buy America, Build America (BABA) Act that requires products to be of domestic manufacture. This requirement was included in the project specification due to project funding requirements by the Arkansas Department of Transportation (ARDOT). Since Vector Controls would be providing a foreign product that does not meet the BABA Act, Olsson recommends rejection of their bid.

The second lowest bidder was Dezurik, Inc. of Sartell, Minnesota. Dezurik is a valve manufacturer that has been in business since 1928 who can provide valves of domestic manufacture. Olsson reviewed available technical data from Dezurik and found they meet the technical requirements of the project except for the alternates noted in their bid. Dezurik's 6-inch, 8-inch, and 10-inch butterfly valves were submitted as alternates. These alternate valves meet project specifications except for the "double offset" shaft/disc design that was desired for the inline buried 48-inch valves. We recommend Bentonville allow these smaller valves to be alternate as they meet the Water Utilities' standard specification and will be installed in vaults where they will be easier to maintain.

Based on our review, Olsson recommends the City of Bentonville award this bid to Dezurik, inc. Our recommendation is based on a review of available technical data and their ability to meet the project funding requirements as outlined in the Build America, Buy America (BABA) Act.

If you have any questions, feel free to contact me at 479.332.3935 or at cdougherty@olsson.com.

Sincerely,



Chris Dougherty, PE
Group Leader, Water/Wastewater

Cc: Chad Coats, ARDOT;file

B ENTONVILLE CITY OF BENTONVILLE, ARKANSAS PURCHASING AND COMPLIANCE DEPARTMENT																					
FORMAL SEALED BID TABULATION																					
Date of Bid Opening:		4/17/25		Time of Bid Opening:				1:00 PM				IFB-25-11 RF-BID									
Solicitation Title: 48" Transmission Main Valves Procurement																					
Bidders:				Instrument & Supply, Inc.			DeZurik, Inc.			Scruggs Company Submission #1			Scruggs Company Submission #2			Vector Controls					
Line Item	Quantity	Unit of Measure	Description	Unit Price	Extended Price	Lead Times	Unit Price	Extended Price	Lead Times	Unit Price	Extended Price	Lead Times	Unit Price	Extended Price	Lead Times	Unit Price	Extended Price	Lead Times			
1	14	EA	48-inch FLOUG Butterfly Valves Note: Associated with CAV vaults	\$71,277.00	\$997,878.00	44 Weeks	\$65,692.00	\$919,688.00	7 In 34-36 Weeks In 40-43 Weeks	\$105,612.75	\$1,478,578.50	2 - 38 Weeks 12 - 46 Weeks	\$181,457.93	\$2,540,411.02	28 Weeks	\$50,050.63	\$700,708.82	28 Weeks			
2	2	EA	6-inch FLOUG Butterfly Valves Note: Associated with CAV vaults	\$6,127.00	\$12,254.00	38 Weeks	\$4,204.00	\$8,408.00	40 Weeks	\$5,747.08	\$7,494.18	38 Weeks	\$6,127.06	\$8,254.12	28 Weeks	\$2,411.61	\$4,823.22	Stock			
3	1	EA	8-inch FLOUG Butterfly Valves Note: Associated with CAV vaults	\$6,990.00	\$6,990.00	38 Weeks	\$4,365.00	\$4,365.00	40 Weeks	\$4,363.58	\$4,363.58	38 Weeks	\$5,533.04	\$5,533.04	28 Weeks	\$2,904.36	\$2,904.36	Stock			
4	2	EA	10-inch FLOUG Butterfly Valves Note: Associated with CAV vaults	\$8,123.00	\$16,246.00	38 Weeks	\$4,934.00	\$9,868.00	40 Weeks	\$4,802.67	\$9,605.34	38 Weeks	\$7,680.33	\$15,360.66	28 Weeks	\$3,640.88	\$7,281.76	Stock			
5	2	EA	6-inch Combination Air Release and Vacuum Valve Assembly Note: Include surge check valve in assembly	\$15,153.00	\$30,306.00	30 Weeks	\$6,498.00	\$12,996.00	40-42 Weeks	\$14,634.68	\$29,269.36	20 Weeks	\$14,634.68	\$29,269.36	20 Weeks	\$2,972.14	\$5,944.28	12 Weeks			
6	1	EA	8-inch Combination Air Release and Vacuum Valve Assembly Note: Include surge check valve in assembly	\$17,056.00	\$17,056.00	30 Weeks	\$8,895.00	\$8,895.00	40-42 Weeks	\$22,635.84	\$22,635.84	20 Weeks	\$22,635.84	\$22,635.84	20 Weeks	\$5,005.71	\$5,005.71	12 Weeks			
7	2	EA	10-inch Combination Air Release and Vacuum Valve Assembly Note: Include surge check valve in assembly	\$22,080.00	\$44,160.00	30 Weeks	\$13,389.00	\$26,778.00	40-42 Weeks	\$38,456.40	\$76,912.80	20 Weeks	\$38,456.40	\$76,912.80	20 Weeks	\$8,796.50	\$17,593.00	12 Weeks			
Total Bid Price				\$1,124,870.00			\$821,778.00			\$1,638,859.40			\$2,698,376.84			\$744,261.15					
				**Total Bid Price Corrected During Bid Evaluation						**Total Bid Price Corrected During Bid Evaluation			**Total Bid Price Corrected During Bid Evaluation			**Total Bid Price Corrected During Bid Evaluation					
bentonspec@bentonvil.org - (479) 372-3415																					
TABULATION VERIFICATION																					

X

Kelli Fredericks
Purchasing and Compliance Manager

Purchasing and Compliance Specialist